

**MARCH 22, 2017 CITY COUNCIL ADDENDUM
CERTIFICATION**


This certification is given pursuant to Chapter XI, Section 9 of the City Charter for the City Council Addendum dated March 22, 2017. We hereby certify, as to those contracts, agreements, or other obligations on this Agenda authorized by the City Council for which expenditures of money by the City are required, that all of the money required for those contracts, agreements, and other obligations is in the City treasury to the credit of the fund or funds from which the money is to be drawn, as required and permitted by the City Charter, and that the money is not appropriated for any other purpose.



T.C. Broadnax
City Manager

3/10/17

Date



Elizabeth Reich
Chief Financial Officer

3-10-17

Date

**ADDENDUM
CITY COUNCIL MEETING
WEDNESDAY, MARCH 22, 2017
CITY OF DALLAS
1500 MARILLA
COUNCIL CHAMBERS, CITY HALL
DALLAS, TX 75201
9:00 A.M.**

RECEIVED
2017 MAR 10 PM 5:56
CITY SECRETARY
DALLAS, TEXAS

REVISED ORDER OF BUSINESS

Agenda items for which individuals have registered to speak will be considered no earlier than the time indicated below:

9:00 a.m. **INVOCATION AND PLEDGE OF ALLEGIANCE**

OPEN MICROPHONE

CLOSED SESSION

MINUTES

Item 1

CONSENT AGENDA

Items 2 - 40

CONSENT ADDENDUM

Items 1 - 4

ITEMS FOR INDIVIDUAL CONSIDERATION

No earlier

Items 41 - 46

PUBLIC HEARINGS AND RELATED ACTIONS

1:00 p.m.

Items 47 - 63

Handgun Prohibition Notice for Meetings of Government Entities

"Pursuant to Section 30.06, Penal Code (trespass by license holder with a concealed handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a concealed handgun."

"De acuerdo con la sección 30.06 del código penal (ingreso sin autorización de un titular de una licencia con una pistola oculta), una persona con licencia según el subcapítulo h, capítulo 411, código del gobierno (ley sobre licencias para portar pistolas), no puede ingresar a esta propiedad con una pistola oculta."

"Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a handgun that is carried openly."

"De acuerdo con la sección 30.07 del código penal (ingreso sin autorización de un titular de una licencia con una pistola a la vista), una persona con licencia según el subcapítulo h, capítulo 411, código del gobierno (ley sobre licencias para portar pistolas), no puede ingresar a esta propiedad con una pistola a la vista."

**ADDENDUM
CITY COUNCIL MEETING
MARCH 22, 2017
CITY OF DALLAS
1500 MARILLA
COUNCIL CHAMBERS, CITY HALL
DALLAS, TEXAS 75201
9:00 A. M.**

ADDITIONS:

Closed Session

Attorney Briefings (Sec. 551.071 T.O.M.A.)

- Legal issues related to the Dallas Police & Fire Pension System.

CONSENT ADDENDUM

Sustainable Development and Construction

1. A resolution authorizing the conveyance of approximately 5,500 square feet of City-owned land to CADG Property Holdings I, LLC located near the intersection of Harwood and Jackson Streets in exchange for approximately 162,610 square feet of land owned by CADG Property Holdings I, LLC located near the intersection of Camp Wisdom and Lancaster Roads - Financing: No cost consideration to the City
2. An ordinance granting a private license to Arts District Properties, Ltd., for the use of a total of approximately 15,694 square feet of land to install, maintain, and utilize landscape with irrigation, planters with appurtenances, thirty-three trees, twenty-three bollards, decorative pavers and eleven pole lights along portions of Pearl, Flora, and Olive Streets rights-of-way, near their intersection - Revenue: \$600 one-time fee, plus the \$20 ordinance publication fee
3. An ordinance abandoning aerial portions of Pearl and Flora Streets and a subsurface portion of Flora Street to Arts District Properties, Ltd., the abutting owner, containing a total of approximately 2,628 square feet of land, located near the intersection of Flora and Olive Streets, and authorizing the quitclaim - Revenue: \$286,811, plus the \$20 ordinance publication fee
4. An ordinance abandoning a portion of a sidewalk and drainage easement to Arts District Properties, Ltd., the abutting owner, containing approximately 252 square feet of land, located near the intersection of Pearl and Flora Streets - Revenue: \$46,053, plus the \$20 ordinance publication fee

ADDENDUM DATE March 22, 2017

ITEM		IND		DISTRICT	TYPE	DEPT.	DOLLARS	LOCAL	MWBE	DESCRIPTION
#	OK	DEF								
1				8, 14	C	DEV, PKR	NC	NA	NA	A resolution authorizing the conveyance of approximately 5,500 square feet of City-owned land to CADG Property Holdings I, LLC located near the intersection of Harwood and Jackson Streets in exchange for approximately 162,610 square feet of land owned by CADG Property Holdings I, LLC located near the intersection of Camp Wisdom and Lancaster Roads - Financing: No cost consideration to the City
2				14	C	DEV	REV \$600	NA	NA	An ordinance granting a private license to Arts District Properties, Ltd., for the use of a total of approximately 15,694 square feet of land to install, maintain, and utilize landscape with irrigation, planters with appurtenances, thirty-three trees, twenty-three bollards, decorative pavers and eleven pole lights along portions of Pearl, Flora, and Olive Streets rights-of-way, near their intersection - Revenue: \$600 one-time fee, plus the \$20 ordinance publication fee
3				14	C	DEV	REV \$286,811	NA	NA	An ordinance abandoning aerial portions of Pearl and Flora Streets and a subsurface portion of Flora Street to Arts District Properties, Ltd., the abutting owner, containing a total of approximately 2,628 square feet of land, located near the intersection of Flora and Olive Streets, and authorizing the quitclaim - Revenue: \$286,811, plus the \$20 ordinance publication fee
4				14	C	DEV	REV \$46,053	NA	NA	An ordinance abandoning a portion of a sidewalk and drainage easement to Arts District Properties, Ltd., the abutting owner, containing approximately 252 square feet of land, located near the intersection of Pearl and Flora Streets - Revenue: \$46,053, plus the \$20 ordinance publication fee

TOTAL

\$0.00

KEY FOCUS AREA: Economic Vibrancy

AGENDA DATE: March 22, 2017

COUNCIL DISTRICT(S): 8, 14

DEPARTMENT: Sustainable Development and Construction
Park & Recreation

CMO: Mark McDaniel, 670-3256
Willis Winters, 670-4071

MAPSCO: 45Q 65Z

SUBJECT

A resolution authorizing the conveyance of approximately 5,500 square feet of City-owned land to CADG Property Holdings I, LLC located near the intersection of Harwood and Jackson Streets in exchange for approximately 162,610 square feet of land owned by CADG Property Holdings I, LLC located near the intersection of Camp Wisdom and Lancaster Roads - Financing: No cost consideration to the City

BACKGROUND

This item is on the addendum because additional review time was required. A resolution authorizing the conveyance of approximately 5,500 square feet of City-owned land located near the intersection of Harwood and Jackson Streets to CADG Property Holdings I, LLC in exchange for approximately 162,610 square feet of land located near the intersection of Camp Wisdom and Lancaster Roads owned by CADG Property Holdings I, LLC. The exchange tract of land will be used by the Park Department. The tract of land to be conveyed to CADG Property Holdings I, LLC will be used for the construction of a parking garage benefiting a mixed-use development.

This transaction is in accordance with the Tax Increment Financing Reinvestment Zone Number Eleven (Downtown Connection TIF District) Project Plan.

Section 272.001(b)(6) of the Texas Local Government Code provides for an exception to public auction and bidding for land to be developed under a project plan adopted by the Downtown Connection TIF District.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

On June 8, 2005, by Ordinance No. 26020, City Council authorized the establishment of Tax Increment Financing Reinvestment Zone Number Eleven, ("Downtown Connection TIF District").

On August 29, 2005, City Council authorized Ordinance No. 26096 approving the Project Plan Reinvestment Zone Financing Plan for the Downtown Connection TIF District.

On December 14, 2016, by Ordinance No. 30274, City Council authorized amendments to the Project Plan to provide for the land exchange.

FISCAL INFORMATION

No cost consideration to the City

OWNER

CADG Property Holdings I, LLC

CADG Holdings, LLC

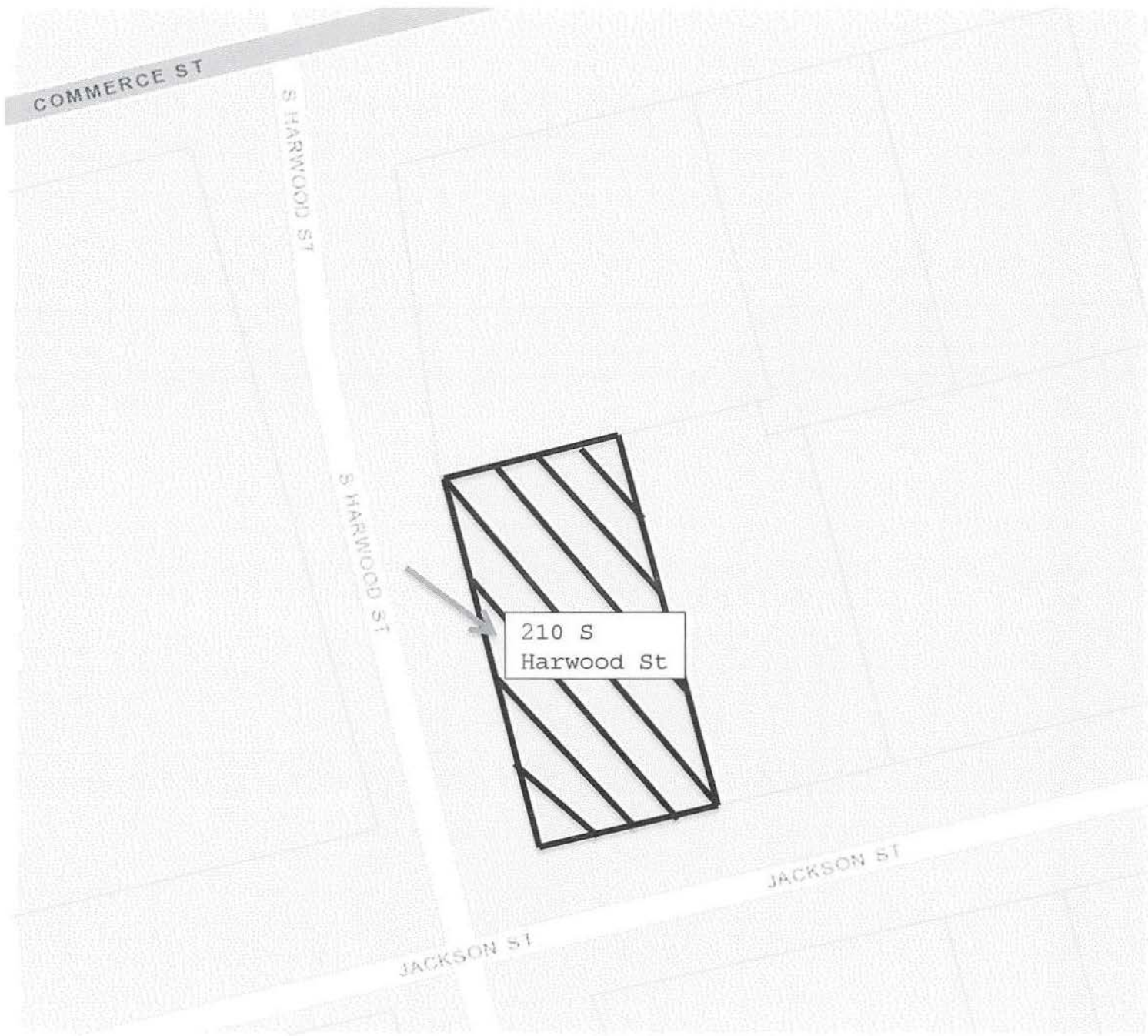
MMM Ventures, LLC

2M Ventures, LLC

Mehrdad Moayedi, Manager

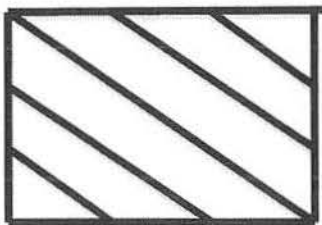
MAP

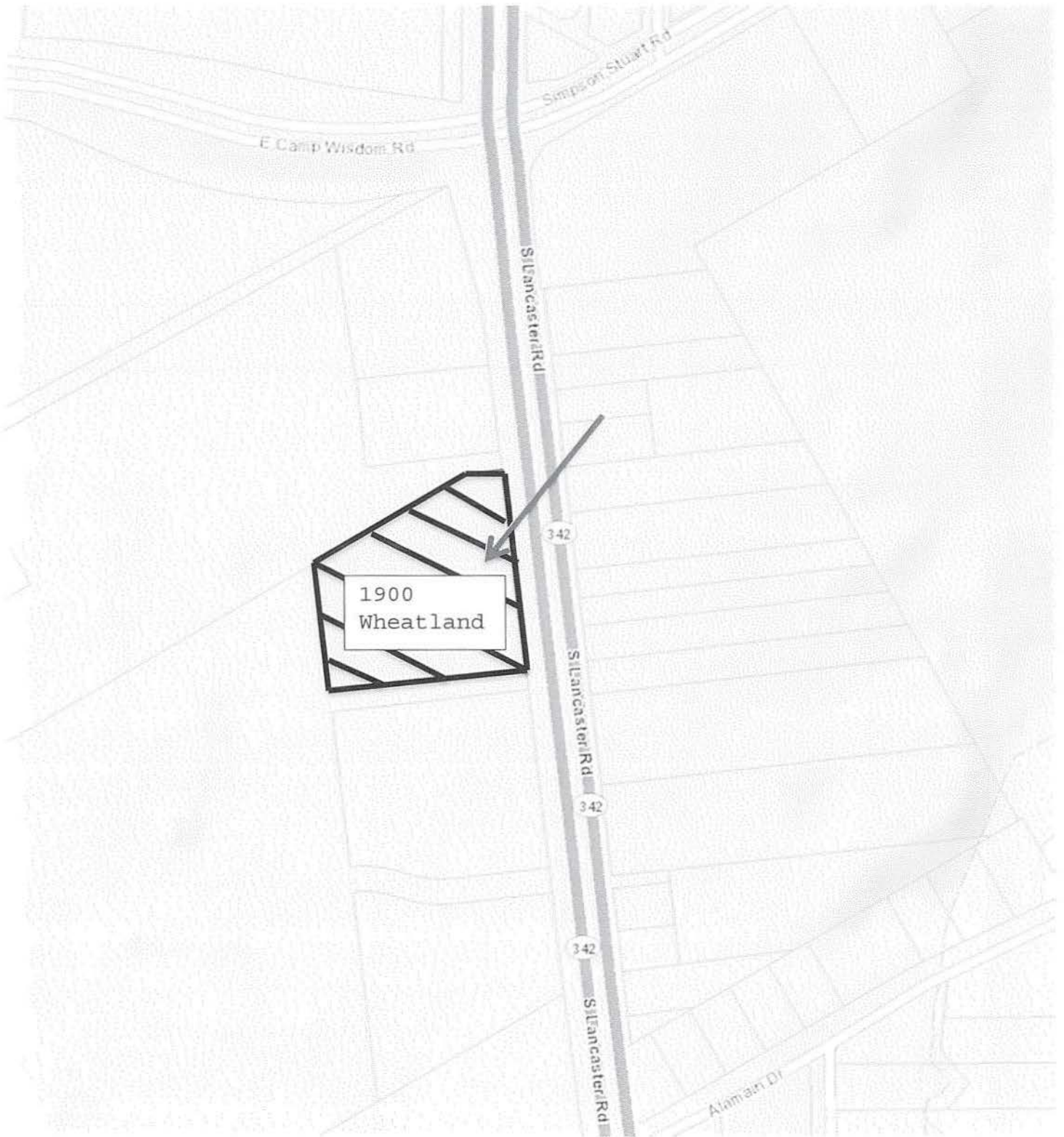
Attached



BLOCK: 127

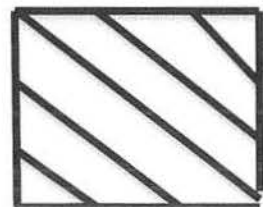
SUBJECT PROPERTY: 210 S Harwood St





BLOCK: 6886

SUBJECT PROPERTY: 1900 Wheatland Rd



March 22, 2017

WHEREAS, the City of Dallas is the owner of a tract of land containing approximately 5,500 square feet (0.1263 acres) located at the intersection of Harwood and Jackson Streets, Block 127, Dallas, Dallas County, Texas, (the “Property”), and further described in Exhibit “A”, which is no longer needed for municipal use; and

WHEREAS, on June 8, 2005, by Ordinance No. 26020, City Council authorized the establishment of Tax Increment Financing Reinvestment Zone Number Eleven, (“Downtown Connection TIF District”) to promote development and redevelopment in the downtown core, as authorized by the Tax Increment Financing Act, Chapter 311 of Texas Tax Code (“ACT”), as amended; and

WHEREAS, the City Council authorized Ordinance No. 26096 on August 29, 2005, as amended, approving the Project Plan Reinvestment Zone Financing Plan for the Downtown Connection TIF District; and

WHEREAS, on December 14, 2016, by Ordinance No. 30274, City Council authorized amendments to the Project Plan to provide for directed sale of the Property for fair market value consideration and yet to be negotiated sale terms subject to City Council approval to Centurion Acquisitions, LP ("Centurion") to complete the Statler/Library redevelopment project in accordance with the Downtown Connection TIF District Plan; and

WHEREAS, CADG Property Holdings I, LLC (CADG), an affiliate of Centurion , is the owner of a tract of land containing approximately 162,610 square feet (3.733 acres) located near the intersection of Camp Wisdom and Lancaster Roads, Block 6886, Dallas, Dallas County, Texas, (the “Exchange Tract”) and further described in Exhibit “B”; and

WHEREAS, Centurion, by and through its affiliate, CADG Jackson Parking A, LLC (“CADG Parking”), has requested that the direct sale of the property be consummated as an exchange for other land of comparable value (the Exchange Tract) and other consideration consisting of (i) a temporary parking lease on the Property for the benefit of the City, and (ii) a maintenance agreement on the Exchange Tract; to construct a parking garage benefiting a mixed-use development, in accordance with the objectives of the Statler/Library redevelopment project redevelopment plan contemplated in the Downtown Connection TIF District Plan; and

WHEREAS, the Act provides that the City may exercise any power necessary and convenient to carry out the objectives of the statute including the power to acquire real property by purchase, condemnation, or other means to implement project plans and sell that property on the terms and conditions and in the manner it considers advisable; and

March 22, 2017

WHEREAS, the provisions of 272.001 (b)(6) of the Texas Local Government Code further provide that the City may sell the Property for fair market value and/or exchange for land of comparable value pursuant to the Project Plan adopted by the City for the Downtown Connection TIF District as amended; and

WHEREAS, the City agrees that the direct sale of the Property to Centurion by and through its affiliate, CADG Parking, in exchange for other land of comparable value (the Exchange Tract) and other consideration of (i) a parking lease on the Property for the benefit of the City, and (ii) a maintenance agreement on the Exchange Tract; to construct a parking garage benefiting a mixed-use development, is in accordance with the objectives of the redevelopment plan contemplated in the Downtown Connection TIF District Project Plan and should be consummated as set forth below;

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the City of Dallas is the owner of the Property (**Grantor**).

SECTION 2. That the City Council finds that the Property is located within the boundaries of the Downtown Connection TIF District, and that it is necessary and convenient to have such property developed pursuant to the objectives of the Project Plan, as amended.

SECTION 3. That Downtown Connection TIF District Project Plan provides for the direct sale of the Property to Centurion Acquisitions, LP, in order to facilitate the construction of a parking garage benefiting a mixed-use development in accordance with the objectives of the City in establishing Tax Increment Financing Reinvestment Zone Number Eleven (Downtown Connection TIF District), City of Dallas, Texas and as provided in the Act.

SECTION 4. That the City Council finds that the direct sale of the Property to Centurion by and through its affiliate, CADG Parking in exchange for other land of comparable value (the Exchange Tract) from CADG and other consideration consisting of (i) a temporary parking lease on the Property for the benefit of the City, and (ii) a maintenance agreement on the Exchange Tract; to construct a parking garage benefiting a mixed-use development, is in accordance with the objectives of the redevelopment plan contemplated in the Downtown Connection TIF District Project Plan and should be consummated.

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SECTION 5. That the City Manager, upon approval as to form by the City Attorney, is authorized to execute a Temporary Parking Lease Agreement between the City and Centurion, by and through its affiliate CADG Parking to allow City to retain 15 surface parking spaces on the Property, until construction of the underground garage is complete and construction of the vertical structure components of the planned mixed development commences.

SECTION 6. That the City Manager, upon approval as to form by the City Attorney, is authorized to execute a maintenance agreement with Centurion, by and through CADG to provide that Centurion shall, at its sole expense, assume all maintenance obligations for the Exchange Tract until the earlier of (i) City sells the Exchange Tract to a third party; or (ii) the City develops or improves all or a portion of the Exchange Tract.

SECTION 7. That in consideration of the conveyance of the Property to Centurion, by and through CADG, CADG shall convey to the City of Dallas by Special Warranty Deed, upon approval as to form by the City Attorney, the Exchange Tract.

SECTION 8. That the City Manager or designee, is authorized to execute a Special Warranty Deed, to be attested by the City Secretary, upon approval as to form by the City Attorney for the property. The Special Warranty Deed is subject to the conditions contained in Section 9.

SECTION 9. That the Special Warranty Deed shall provide that the conveyance to Centurion, by and through its affiliate CADG Parking , ("**GRANTEE**") is subject to the following:

- a) a right of reverter of the Property in favor of **GRANTOR**. The reverted on the Property will be released by **GRANTOR** upon a building permit being issued for improvement to or development of the Property; and
- b) the reservation by the City of Dallas of all oil, gas and other minerals in and under the property with a waiver of surface access rights relating to said minerals; and
- c) any visible and apparent easements and any encroachments whether of record or not; and
- d) any and all covenants, conditions, reservations, restrictions, exceptions, easements, rights-of-way, mineral interests, mineral leases or other instruments of record and applicable to the property or any part thereof; and
- e) (i) **GRANTEE** is taking the Property "AS IS, WHERE IS, WITH ALL FAULTS"; (ii) **GRANTOR** disclaims responsibility as to the accuracy or completeness of any information relating to the Property; (iii) **GRANTEE** assumes all responsibility to examine all applicable building codes and zoning ordinances to determine if the Property can be used for the purposes desired and to

March 22, 2017

- check for outstanding or pending code enforcement actions including but not limited to repair or demolition orders; and (iv) **GRANTOR** expressly disclaims and **GRANTEE** expressly waives, any warranty or representation, express or implied, including without limitation any warranty of condition, habitability, merchantability or fitness for a particular purpose of the Property; and
- f) **GRANTOR** makes no representations of any nature regarding the Property and specifically disclaims any warranty, guaranty or representation, oral or written, express or implied, past, present, or future, concerning: (i) the nature and condition of the Property, including without limitation, the water, soil and geology, and the suitability thereof, and the Property for any and all activities and uses which **GRANTEE** may elect to conduct thereon, and the existence of any environmental substances, hazards or conditions or presence of any endangered or protected species thereon or compliance with all applicable laws, rules or regulations; (ii) the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise; (iii) the compliance of the Property or its operation with any law, ordinance or regulation of any federal, state, or local governmental authority; and (iv) whether or not the Property can be developed or utilized for any purpose. For purposes hereof, "environmental substances" means the following: (a) any "hazardous substance" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C.A. Section 9601 et. seq., as amended, (b) any "hazardous substance" under the Texas Hazardous Substances Spill Prevention and Control Act, Tex. Water Code, Section 26.261, et. seq., as amended, (c) petroleum or petroleum-based products (or any derivative or hazardous constituents thereof or additives thereto), including without limitation, fuel and lubrication oils, (d) any "hazardous chemicals" or "toxic chemicals" under the Occupational Safety and Health Act, 29 U.S.C.A. Section 651 et. seq., as amended, (e) any "hazardous waste" under the Resource Conservation and Recovery Act, 42 U.S.C.A. Section 6901 et. seq., as amended, (f) asbestos, (g) polychlorinated biphenyls, (h) underground storage tanks whether empty, filled, or partially filled with any substance, (i) any substance, the presence of which is prohibited by federal, state or local laws and regulations, and (j) any other substance which by federal, state or local laws and regulations requires special handling or notification of governmental authorities in its collection, storage, treatment or disposal. References to particular acts or codifications in this definition include all past and future amendments thereto, as well as applicable rules and regulations as now or hereafter promulgated thereunder; and
- g) such other terms and requirements of the sale and/or disclaimers as the City deems necessary, convenient or appropriate.

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SECTION 10. That if a title policy is desired by **GRANTEE**, same shall be at the expense of said **GRANTEE**.

SECTION 11. That the sale shall be subject to standby fees, taxes and assessments, if any, by any taxing authority for the year of closing and subsequent years and assessments by any taxing authority for prior years due to changes in land usage or ownership, the payment of said standby fees, taxes and assessments being assumed by **GRANTEE**.

SECTION 12. That the sale shall be subject to environmental acceptance of the Exchange Tract by the City's Office of Environmental Quality; provided however Centurion, by and through CADG, shall, at no expense to the City, be responsible and liable for any required remediation or clean-up of the Exchange Tract.

SECTION 13. That Centurion, by and through CADG, shall, at its sole cost and expense, provide an acceptable title policy, approved as to form by the City Attorney's Office for Exchange Tract.

SECTION 14. All closing costs, including the title policy for the Exchange Tract shall be paid by CADG Property Holdings I, LLC.

SECTION 15. That the procedures required by Section 2-24 of the Dallas City Code that are not required by state law concerning the sale of unneeded real property are waived with respect to this tract of land.

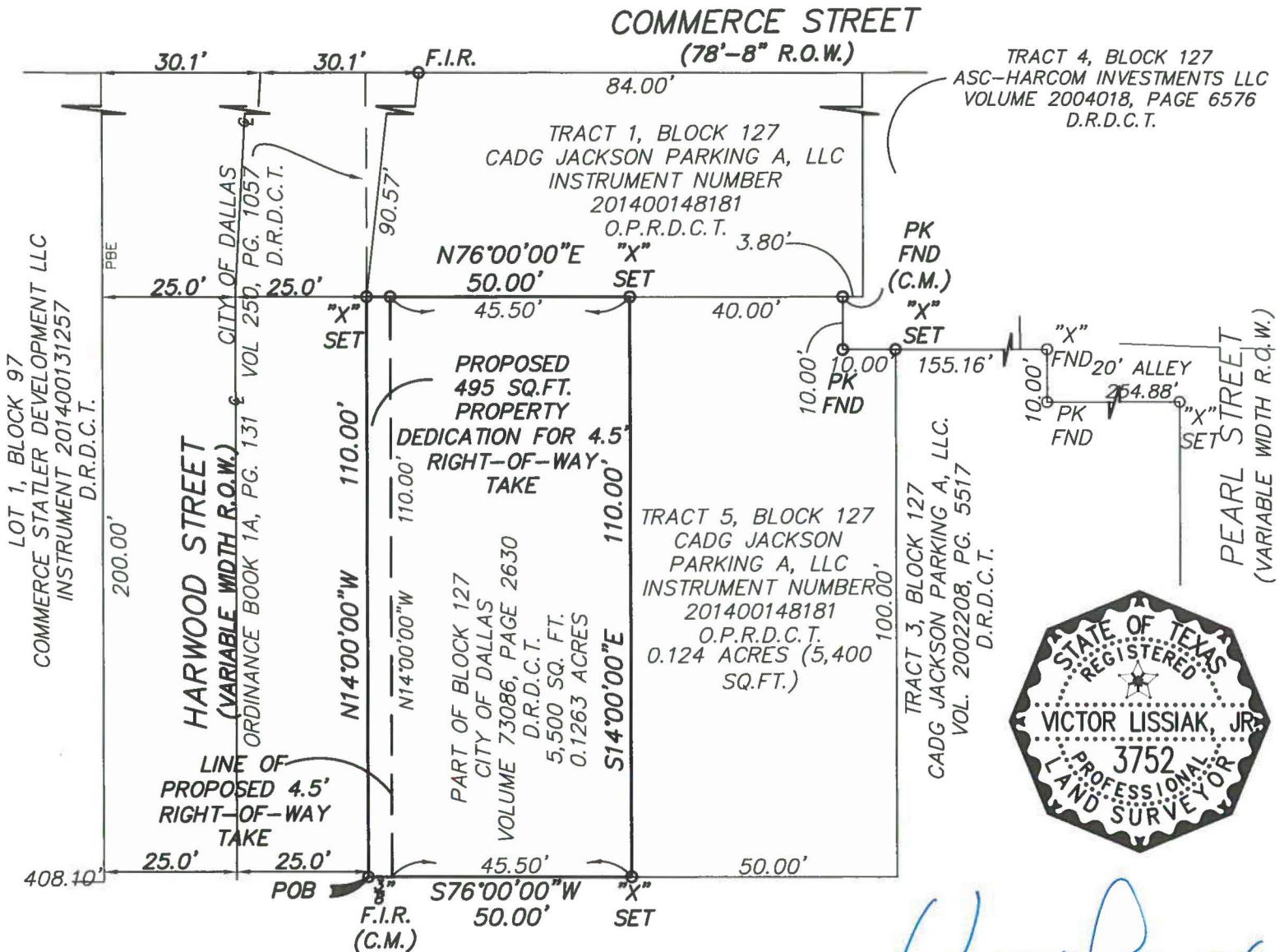
SECTION 16. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

APPROVED AS TO FORM:
LARRY E. CASTO, City Attorney

BY

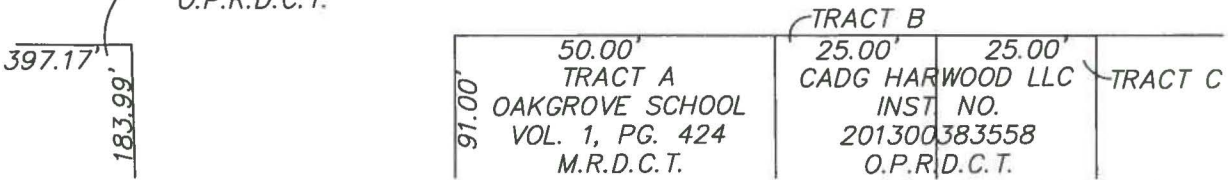

Assistant City Attorney

Exhibit A



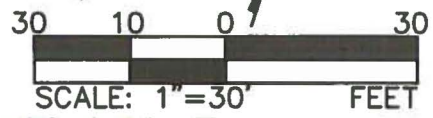
ATMOS LIHTC LLC
INST. NO.
201100157552
O.P.R.D.C.T.

Victor Lissiak, Jr.
VICTOR LISSIAK, JR. RPLS 3752
FIRM NO. 10155800
03-09-2017



SURVEYOR'S NOTES:
1. BASIS OF BEARING IS THE NORTH RIGHT-OF-WAY LINE OF JACKSON STREET BEARING SOUTH 76°00'00" WEST, AS RECORDED IN INSTRUMENT NO. 201400148181, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS.

LEGEND:
F.I.R. FOUND IRON ROD
"X" FND FOUND "X" CUT
PK FND FOUND PK NAIL
"X" SET SET "X"
P.O.B. PLACE OF BEGINNING
C.M. CONTROL MONUMENT



BOUNDARY SURVEY
0.1263 ACRES OUT OF
CITY OF DALLAS TRACT
PART OF BLOCK 127

JOHN CRIGSBY SURVEY, ABSTRACT NO. 495
CITY OF DALLAS, DALLAS COUNTY, TEXAS
MARCH 9, 2017

FIELD NOTE DESCRIPTION

Exhibit A

BEING ALL THAT TRACT OF LAND CONVEYED BY DEED FROM H.B. ROBB, JR. AND HUBERT M. COOK TO THE CITY OF DALLAS AS RECORDED IN VOLUME 73086, PAGE 2630, DEED RECORDS, DALLAS COUNTY, TEXAS AND BEING PART OF BLOCK 127 IN THE CITY OF DALLAS OUT OF THE J. CRIGSBY SURVEY, ABSTRACT NO. 495 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 3/8 INCH IRON ROD AT THE INTERSECTION OF THE NORTH LINE OF JACKSON STREET (50' ROW) WITH THE EAST LINE OF HARWOOD STREET (VARIABLE WIDTH ROW);

THENCE N14°00'00"W, A DISTANCE OF 110.00' TRAVERSING THE EAST LINE OF SAID HARWOOD STREET (VARIABLE WIDTH ROW) TO A SET "X" CUT IN CONCRETE FOR CORNER, SAID CORNER BEING AT THE SOUTHWEST CORNER OF TRACT 1, BLOCK 127 OF CADG JACKSON PARKING A, LLC, AS RECORDED IN INSTRUMENT NO. 201400148181, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE N76°00'00"E, A DISTANCE OF 50.00' TRAVERSING THE SOUTH LINE OF SAID TRACT 1, BLOCK 127 OF CADG JACKSON PARKING A, LLC. TO A SET "X" CUT IN CONCRETE FOR CORNER, SAID CORNER BEING AT THE NORTHWEST CORNER OF TRACT 5, BLOCK 127 OF CADG JACKSON PARKING A, LLC, AS RECORDED IN INSTRUMENT NO. 201400148181, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE S14°00'00"E, A DISTANCE OF 110.00' TRAVERSING THE WEST LINE OF SAID TRACT 5, BLOCK 127 OF CADG JACKSON PARKING A, LLC. TO A SET "X" CUT IN CONCRETE FOR CORNER, SAID CORNER BEING IN THE NORTH LINE OF SAID JACKSON STREET (50' ROW);

THENCE S76°00'00"W, A DISTANCE OF 50.00' TRAVERSING THE NORTH LINE OF SAID JACKSON STREET (50' ROW) BACK TO THE PLACE OF BEGINNING AND CONTAINING 0.1263 ACRE (5500 SQ.FT.) OF LAND.

IT IS THE INTENT OF THIS DESCRIPTION TO RETAIN A STRIP OF LAND 4.5' BY 110' FOR THE WIDENING OF HARWOOD STREET.



Victor Lissiak, Jr.
VICTOR LISSIAK, JR. RPLS 3752
FIRM NO. 10155800
03-09-2017



FIELD NOTES APPROVED:

RLC 3/10/17

**BOUNDARY SURVEY
0.1263 ACRES OUT OF
CITY OF DALLAS TRACT
PART OF BLOCK 127**

JOHN CRIGSBY SURVEY, ABSTRACT NO. 495
CITY OF DALLAS, DALLAS COUNTY, TEXAS

MARCH 9, 2017

DESCRIPTION OF A 3.733-ACRE TRACT OF LAND
SITUATED IN THE HARVEY CASEY SURVEY, ABSTRACT 0307
DALLAS COUNTY, TEXAS

BEING a 3.733-acre (162,610-square foot) tract or parcel of land out of the Harvey Casey Survey, Abstract Number 0307 situated in the City of Dallas, Dallas, County, Texas; and being part of a tract of land conveyed to Patriot Real Estate Holdings RS10 by Deed thereof recorded in Instrument Number 201200385008, Official Public Records, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod set with cap marked "BROWN & GAY", from which a 1/2-inch iron rod found bears South 75°08'47" West, a distance of 2.31 feet, said point being the most Northeasterly corner of said CADG Property Holdings I, LLC tract, said point being in the south line of a tract of land conveyed to Proton Properties LLC by Deed thereof recorded in Instrument Number 201200086020 of said Official Public Records, said point also being in the west right-of-way line of Lancaster Road (variable width right-of-way), the same being the Northeast corner of herein described tract;

THENCE South 07°07'07" East along the east line of said Patriot Real Estate Holdings tract and the west line of said Lancaster Road a distance of 433.04 feet to a 5/8 inch iron rod set with cap marked "BROWN & GAY", the same being the Southeast corner of herein described tract;

THENCE South 82°34'59" West departing the west right-of-way line of said Lancaster Road a distance of 439.00 feet to a 5/8 inch iron rod set with cap marked "BROWN & GAY", the same being the Southwest corner of herein described tract;

THENCE North 07°24'01" West a distance of 277.03 feet to a 5/8 inch iron rod set with cap marked "BROWN & GAY", said point being in the southerly line of said Proton Properties LLC tract, the same being the Northwest corner of herein described tract;

THENCE North 59°03'36" East along the southerly line of said Proton Properties LLC tract a distance of 390.80 feet to a 5/8 inch iron rod set with cap marked "BROWN & GAY";

THENCE North 82°33'54" East continuing along said southerly line a distance of 82.85 feet to the **POINT OF BEGINNING** containing 162,610 square feet or 3.733 acres of land more or less.

BEARING BASIS

Bearing are based on State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983.

David F. McCullah

DAVID F. McCULLAH RPLS NO. 4023
BROWN & GAY ENGINEERS, INC.
2595 DALLAS PARKWAY, SUITE 204
FRISCO, TEXAS 75034
TELEPHONE: (972) 464-4800
DATED February 7, 2017



FIELD NOTES APPROVED:
SRH 3/9/2017



SURVEYOR



Brown & Gay Engineers, Inc.
2595 Dallas Parkway, Suite 204, Frisco, TX 75034
Tel: 972-464-4800 • www.browngay.com
TBPLS Registration No. 10193953

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BOUNDARY EXHIBIT
162,610 S.F. / 3.733 ACRES
ABSTRACT NO. 0307
CITY OF DALLAS, TEXAS
DALLAS COUNTY, TEXAS

CAMP WISDOM
(VARIABLE WIDTH R.O.W.)

SIMPSON STUART
(VARIABLE WIDTH R.O.W.)

ABSTRACT 0380

154 LANCASTER LTD
VOL. 98055, PG. 0435
D.R.D.C.T.
TRACT 2.14, BLK 6896

CLIFF VIEW CHURCH OF CHRIST
VOL. 83228, PG. 3202

REMAINDER OF
STEVE & JOHN ROTEN
VOL. 83087, PG. 1607
D.R.D.C.T.

LOT 7

WILLIAMS REX ROUGEOW
VOL. 87197, PG. 4093

BENNY CORDELL
VOL. 2001207, PG. 3985

VELMA JEAN ANDERS
REM: JOHN ANN HOTCHKISS
VOL. 2001207, PG. 4114

154 LANCASTER LTD
VOL. 200122, PG. 6372
D.R.D.C.T.

LOT 6, BLK 6886

WILLIE RAYS PRIVATE ROOM
INST. NO. 201500108507

PROTON PROPERTIES LLC
INT 201200086020
D.R.D.C.T.

BLOCK 6886

DANICA C. WILLIAMS
INST. NO. 20080366987

JOSE JUAN CAUDILLO
INST. NO. 201600057295

HARVEY CASEY SURVEY
ABSTRACT 0307

IRSC

N7°24'01"W 277.03'

PATRIOT REAL ESTATE HOLDINGS RS10
INT 201200385008
D.R.D.C.T.

BLOCK 6886

P.O.B

1/2" IRF

LANCASTER ROAD (STATE HIGHWAY 342)
120' R.O.W. (VOL. 2607, PG. 165, D.R.C.C.T.)

DERRICK TAYLOR
VOL. 2001003, PG. 5291

MARTHA L. VILLANUEVE
INST. NO. 200600041292

JUAN D. GRAY
VOL. 2002064, PG. 360

FRED EVANS
INST. NO. 201500031973

CADG PROPERTY HOLDINGS I, LLC
INT #201500029116
D.R.D.C.T.

BLOCK 7609

CADG PROPERTY HOLDINGS, I LLC
INT 201600198606
D.R.D.C.T.

BLOCK 6886

LEGEND:

IRSC 5/8" IRON ROD SET WITH CAP MARKED
"BROWN & GAY"

ENGINEERS/SURVEYOR



Brown & Gay Engineers, Inc.
2595 Dallas Parkway, Suite 204, Frisco, TX 75034
Tel: 972-464-4800 • www.browngay.com
TBPLS Registration No. 10193953

Copyright 2016

BEARING BASIS:

BEARINGS ARE BASED ON STATE PLANE
COORDINATE SYSTEM, TEXAS NORTH CENTRAL
ZONE, NORTH AMERICAN DATUM OF 1983.



SCALE: 1"=100'

BOUNDARY EXHIBIT
162,610 S.F. / 3.733 ACRES
ABSTRACT NO. 0307
CITY OF DALLAS, TEXAS
DALLAS COUNTY, TEXAS

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: March 22, 2017
COUNCIL DISTRICT(S): 14
DEPARTMENT: Sustainable Development and Construction
CMO: Mark McDaniel, 670-3256
MAPSCO: 45F K

SUBJECT

An ordinance granting a private license to Arts District Properties, Ltd., for the use of a total of approximately 15,694 square feet of land to install, maintain, and utilize landscape with irrigation, planters with appurtenances, thirty-three trees, twenty-three bollards, decorative pavers and eleven pole lights along portions of Pearl, Flora, and Olive Streets rights-of-way, near their intersection - Revenue: \$600 one-time fee, plus the \$20 ordinance publication fee

BACKGROUND

This item is on the addendum because additional review time was required. This item grants a private license to Arts District Properties, Ltd., for the use of a total of approximately 15,694 square feet of land to install, maintain and utilize landscape with irrigation, planters with appurtenances, thirty-three trees, twenty-three bollards, decorative pavers and eleven pole lights along portions of Pearl, Flora, and Olive Streets rights-of-way, near their intersection. The use of this area will not impede pedestrian or vehicular traffic.

The licensee will indemnify the City and carry general liability insurance naming the City as an additional insured.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Economic Development Committee on March 20, 2017.

FISCAL INFORMATION

Revenue - \$600 one-time fee, plus the \$20 ordinance publication fee

OWNER

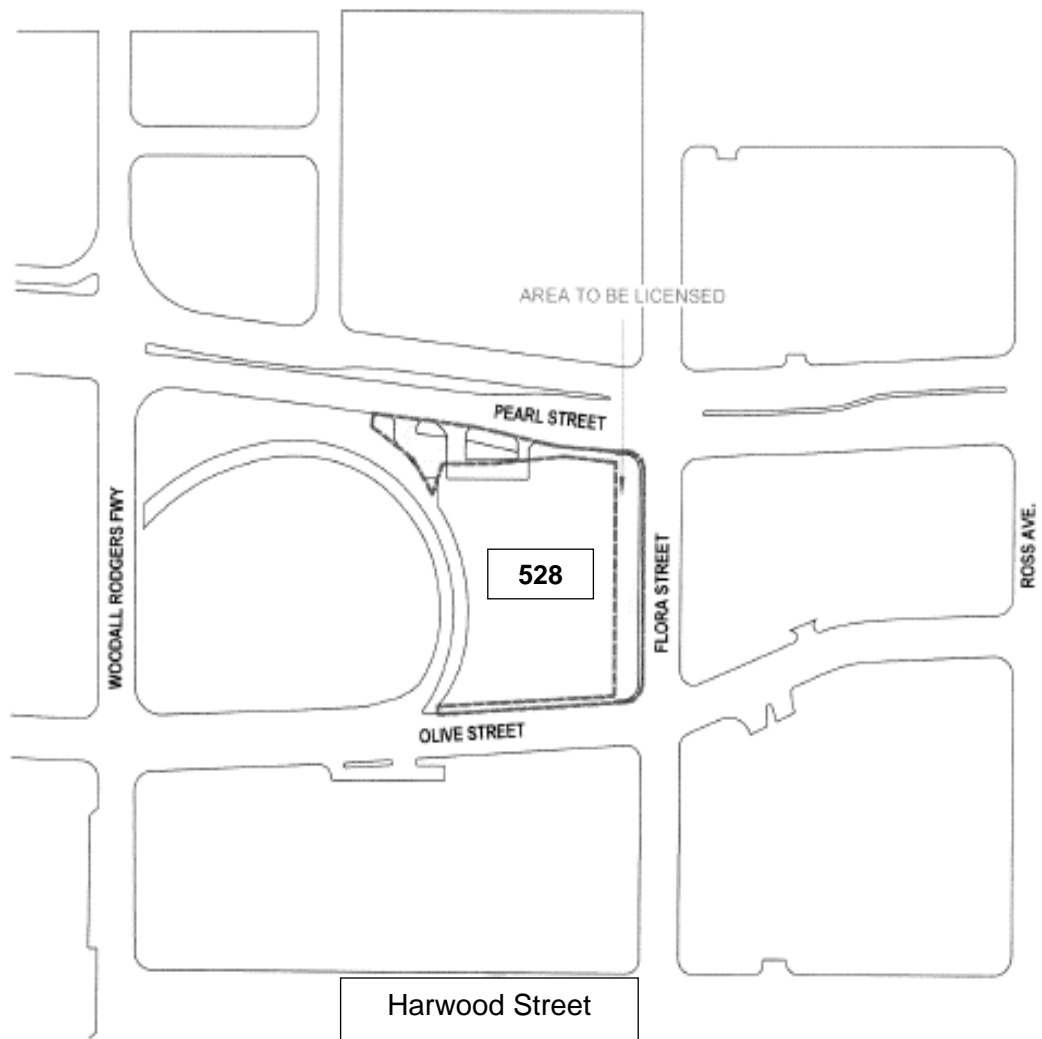
Arts District Properties, Ltd.

Metroarts Corporation, General Partner

Graham Greene, President

MAP

Attached.



1 VICINITY MAP
1" = 160'-0"

 LICENSING AREA



ATELIER | FLORA LOFTS
219420179

LANDSCAPE LICENSE PLAN
1" = 160'-0"

ORDINANCE NO. _____

An ordinance granting a private license to Arts District Properties, Ltd. to occupy, maintain and utilize a portion of Pearl, Flora, and Olive Streets rights-of-way located near its intersection of Pearl, Flora, and Olive Streets adjacent to City Block 528 within the limits hereinafter more fully described, for the purpose of installing and maintaining landscaping with irrigation, planters with appurtenances, thirty-three trees, twenty-three bollards, decorative pavers and eleven pole lights; providing for the terms and conditions of this license; providing for the one-time fee compensation to be paid to the City of Dallas; providing for payment of the publication fee; and providing an effective date of this license and ordinance.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That a private license, hereinafter referred to as “license”, subject to the restrictions and conditions of this ordinance, is hereby granted to Arts District Properties, Ltd., a Texas limited partnership its successors and assigns, hereinafter referred to as “**GRANTEE**”, to occupy, maintain and utilize for the purpose set out hereinbelow the tract of land described in Exhibit A, hereinafter referred to as “licensed area” which is attached hereto and made a part hereof.

SECTION 2. That this license is granted for a term of forty (40) years, unless sooner terminated according to other terms and provisions herein contained.

SECTION 3. That **GRANTEE** shall pay to the City of Dallas a one-time license fee in the sum of **SIX HUNDRED (\$600.00) DOLLARS**, for the license herein granted, said sum to be paid prior to the final passage of this ordinance and shall cover the consideration for the license term, in accordance with special fees established by Section 43-115.1 of the Dallas City Code. Such consideration shall be in addition to and exclusive of any other taxes or special assessments required by law to be paid by **GRANTEE**. All sums payable to the City of Dallas hereunder shall be paid to the Chief Financial Officer of the City of Dallas and deposited in Fund 0001, Department DEV, Unit 1181, Revenue Source 8200. In the event **GRANTEE’s** check for the license fee

is dishonored, **GRANTEE** shall pay to the City a processing fee of \$25.00 for each dishonored check. Additionally, all monies owed to the City under this license shall be subject to the assessment of interest at a rate of 10% a year from the day after any monies become due until it is paid in full, in accordance with Section 2-1.1 of the Dallas City Code.

SECTION 4. That the licensed area shall be used by **GRANTEE** for the following purpose under the direction of the Director of Department of Sustainable Development and Construction of the City of Dallas: installation, maintenance of landscaping with irrigation, planters with appurtenances, thirty-three trees, twenty-three bollards, decorative pavers and eleven pole lights.

SECTION 5. That this license is subject to the provisions set forth in EXHIBIT B, attached hereto and made a part hereof.

SECTION 6. That this license is nonexclusive and is made expressly subject and subordinate to the right of the City to use the licensed area for any public purpose. The Governing Body of the City of Dallas reserves the right by resolution duly passed by said Governing Body, to terminate and cancel this license upon giving **GRANTEE** sixty (60) days notice of its intent to cancel. Upon termination, all rights granted hereunder shall thereupon be considered fully terminated and cancelled and the City of Dallas shall not be held liable by reason thereof. Said resolution shall be final and shall not be subject to review by the Courts. **GRANTEE** shall have the right of cancellation upon giving the City of Dallas sixty (60) days written notice of its intention to cancel, and in either event upon the termination or cancellation by the City or **GRANTEE**, as the case may be, this license shall become null and void and **GRANTEE** or anyone claiming any rights under this instrument shall remove, to the extent required by the Director of Department of Sustainable Development and Construction, any improvements and encroachments from the licensed areas at **GRANTEE's** expense. Failure to do so shall subject **GRANTEE** to the provisions contained in EXHIBIT B, Subsection (a). All work shall be done at the sole cost of **GRANTEE** and to the satisfaction of the Director of Department of Sustainable Development and Construction.

SECTION 7. That the license is subject to the following conditions, terms and reservations:

- a) **GRANTEE** shall provide a minimum five feet (5') of unobstructed sidewalk along license area eliminating line of sight of trees too close to driveways; and
- b) **GRANTEE** shall not cause any items to be installed within eighteen inches (18") of the existing curb along license area. If designed concrete, pavers or other specialty material are used for the sidewalk installation, the **GRANTEE** must not place said materials within eighteen inches (18") of the curb unless they are installed to be easily removed or to allow sign post/meter poles to be placed. **GRANTEE** shall provide that no parking meters and on-street parking are removed or obstructed from use; and
- c) **GRANTEE** shall not prohibit, impede, or reduce: (i) the number of available on-street parking spaces; (ii) the public's ability to on-street park; and (iii) the City of Dallas' ability to install or replace new or used parking meters, or governmental signage; and
- d) **GRANTEE** shall (i) adhere to and comply with the Texas Accessibility Standard Requirements administered by the Texas Department of Licensing and Regulation and Americans with Disability Act (TDLR/ADA) requirements, and (ii) submit plans identifying an accessible path along license area to show that the TDLR/ADA required slopes, clearances, surface finishes and other pathway clearances are achieved; and
- e) **GRANTEE** shall submit plans for City review and approval which clearly shows and labels existing and proposed sidewalks and barrier-free ramps; and which show that there is an unobstructed, ADA compliant, pedestrian path on all street frontages within the rights-of-way subject of this license; and

- f) **GRANTEE** acknowledges existing and proposed water and wastewater mains are or are to be located in the license area and **GRANTEE** shall not construct in, or install landscaping trees within 10' from said water and wastewater locations. Alternatively, **GRANTEE** shall, at its cost and expense relocate the existing and/or proposed water and wastewater mains and meter vault; and
- g) **GRANTEE** shall meet design requirements as referenced by the Plan Development District (PDD) # 145 zoning for the Dallas Arts District, subject to compliance with Dallas City Code; and
- h) **GRANTEE** acknowledges Atmos has active facilities in the licensed area and **GRANTEE** shall be responsible to relocate said facilities if conflict exists.

SECTION 8. This license shall not become effective unless and until the execution of the Quitclaim Deed and Release of Access Restrictions has been conveyed to the city by the State of Texas as shown in Exhibit C.

SECTION 9. That upon the effectiveness of this ordinance, the Director of Department of Sustainable Development and Construction, or designee, is hereby authorized to execute a NOTICE OF LICENSE and to file same in the deed records of Dallas County, Texas. Additionally, the Director of Department of Sustainable Development and Construction, or designee, is hereby authorized to execute a cancellation of Notice of License upon termination by the City or **GRANTEE** and to file such cancellation of Notice of License in the deed records of Dallas County, Texas.

SECTION 10. That the terms and conditions contained in this ordinance shall be binding upon **GRANTEE**, its successors and assigns.

SECTION 11. That this license may not be assigned without prior written approval from the Director of Department of Sustainable Development and Construction, or designee. Such assignment shall recite that it is subject to the terms, restriction and conditions contained in this ordinance.

The assignee shall deliver evidence of ownership of property abutting the licensed area and a copy of the assignment, along with the assignee's written acceptance of the provisions of this ordinance, to the Director of Department of Sustainable Development and Construction within 10 days of such assignment; said assignment and written acceptance shall be forwarded to the City Secretary of the City of Dallas. Should **GRANTEE** fail to obtain prior written approval for assignment of this license or fail to provide the City of Dallas with the required written acceptance and a copy of the assignment, the Director of Department of Sustainable Development and Construction, or designee, may terminate this license.

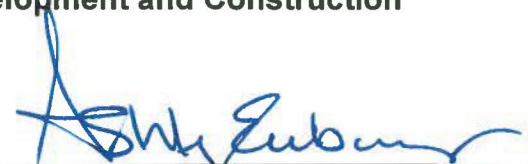
SECTION 12. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records of Dallas County, Texas, which certified copy shall be delivered to the Director of Department of Sustainable Development and Construction, or designee. Upon receipt of the fees pursuant to Section 3 of this ordinance, an acceptable certificate of insurance and the fee for publishing this ordinance which **GRANTEE** shall likewise pay, the Director of Department of Sustainable Development and Construction, or designee, shall deliver to **GRANTEE** the certified copy of this ordinance. The Director of Department of Sustainable Development and Construction, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.

SECTION 13. That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

APPROVED AS TO FORM:
LARRY E. CASTO
City Attorney

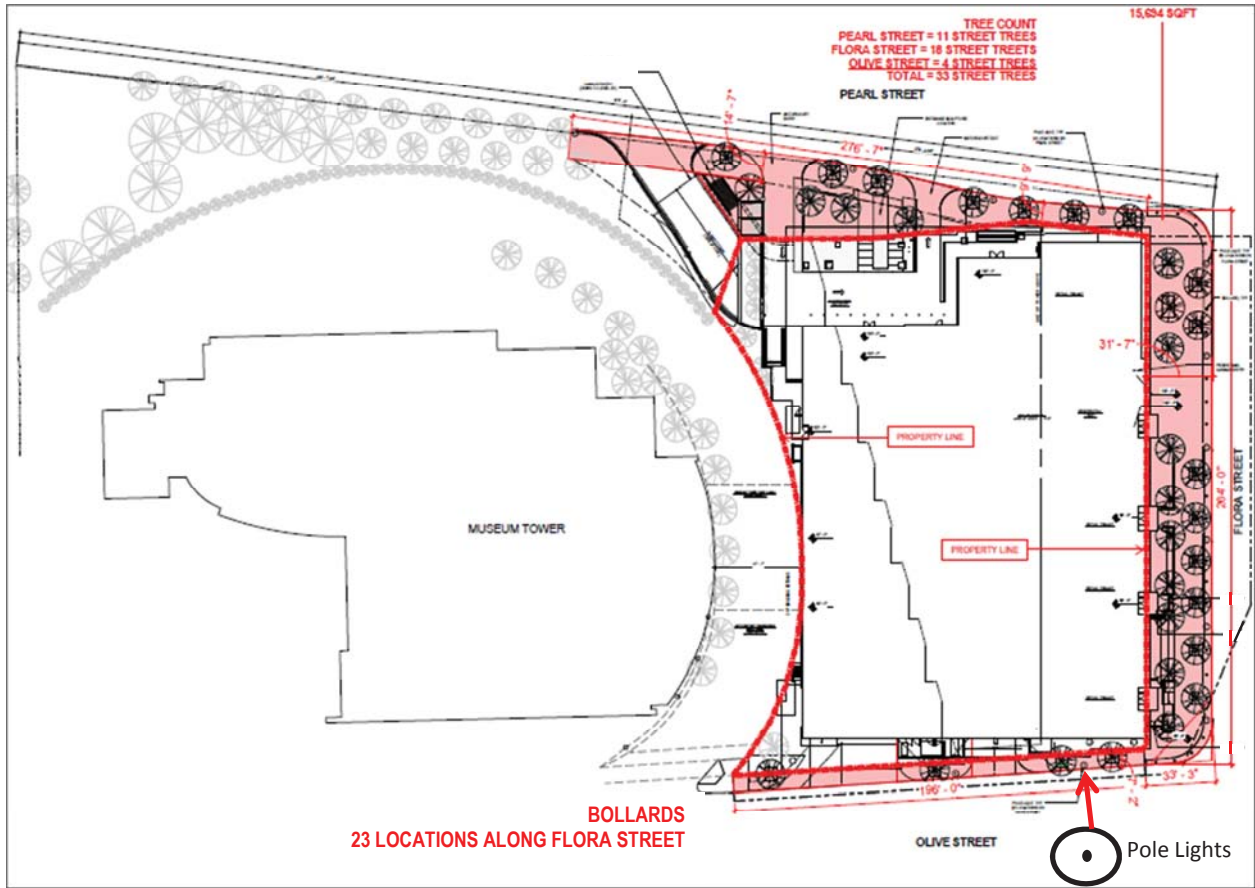
DAVID COSSUM
Director of Department of Sustainable
Development and Construction

BY 
Assistant City Attorney

BY 
Assistant Director





Passed _____.

EXHIBIT A



LEGEND

Streetscape elements areas approx. 15,694

-  Portions of Decorative Pavers and Landscape/Irrigation
-  Pole Lights = 11
-  Trees = 33
-  Bollards = 23

1

**EXHIBIT B
COMMERCIAL ENTITY
ADDITIONAL LICENSE PROVISIONS**

That this license is granted subject to the following additional conditions, terms and reservations:

- (a) That at such time as this license is terminated or canceled for any reason whatsoever, **GRANTEE**, upon orders issued by the City acting through the Director of Sustainable Development and Construction, or designee, shall remove all installations, improvements and appurtenances owned by it situated in, under or attached to the licensed area, and shall restore the premises to its former condition in accordance with the requirements of the Director of Sustainable Development and Construction at the sole cost of **GRANTEE**. In the event, upon termination of this license, **GRANTEE** shall fail to remove its installations, improvements and appurtenances and to restore the licensed area in compliance with orders issued by City, or such work is not done to the satisfaction of the Director of Sustainable Development and Construction, then in either event the City shall have the right to do all work necessary to restore said area to its former condition or cause such work to be done, and to assess the cost of all such work against **GRANTEE**; in neither event shall the City of Dallas be liable to **GRANTEE** on account thereof.
- (b) It is further understood that if and when the City of Dallas, in the exercise of its discretion, shall determine that the grade of any street, sidewalk or parkway should be modified or changed, or that any other work should be done in connection with any public improvement which will affect the licensed area, and/or any of **GRANTEE's** installations and improvements thereon, any modifications or changes to **GRANTEE's** facilities in the licensed area or in construction or reconstruction of any public improvement attributable to **GRANTEE's** use of the licensed area and/or its installations and improvements thereon, shall be made at the sole expense of **GRANTEE** and to the satisfaction of the Director of Sustainable Development and Construction.
- (c) At such time as this license is granted, it is agreed, and a condition hereof, that **GRANTEE** shall procure and keep in full force and effect **Commercial General Liability Insurance** coverage issued by an insurance company authorized and approved by the State of Texas, acceptable to the City of Dallas and issued in the standard form approved by the Texas Department of Insurance. The insured provisions of this policy must name the City of Dallas as an additional insured protecting the City of Dallas against any and all claims for damages to persons or property as a result of or arising out of the use, operation and maintenance by **GRANTEE** of the licensed area and **GRANTEE's** installations, improvements, landscaping and equipment in connection therewith and located therein. The Commercial General Liability coverage must include, but not limited to, Premises/Operations, Independent Contractors and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of not less than \$500,000 per occurrence and \$500,000 annual aggregate. This insurance shall also include coverage for underground, explosion and collapse hazards (i.e. not excluded). If this insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than

**EXHIBIT B
COMMERCIAL ENTITY
ADDITIONAL LICENSE PROVISIONS**

twelve (12) months following termination of this license and removal of the installations, improvements and appurtenances and restoration of the licensed area pursuant to paragraph (a) above. Coverage, including any renewals, shall contain the same retroactive date as the original policy applicable to this license. The City of Dallas reserves the right to review the insurance requirements set forth herein during the effective term of the license and to adjust insurance coverages and their limits when deemed necessary and prudent by the City of Dallas' Risk Management based upon changes in statutory law, court decisions, or the claims history of the industry as well as the City of Dallas.

1. **GRANTEE** agrees that with respect to the above required insurance, all insurance contracts and certificates of insurance will contain and state, in writing, that coverage shall not be canceled, nonrenewed or materially changed except after thirty (30) days written notice by certified mail to Department of Sustainable Development and Construction.
 2. **GRANTEE** shall carry said insurance at its expense and shall furnish the City of Dallas proof of such insurance. In the event said insurance should terminate during the licensing term hereof, or **GRANTEE** fails to furnish proof of insurance coverage in accordance with the specifications as required by this section, the Director of Sustainable Development and Construction, or designee, may terminate the license granted herein.
- (d) **GRANTEE** is prohibited from using the licensed area in any manner which violates Federal, State or local laws, regulations, rules and orders, regardless of when they become or became effective, including without limitation, those related to health, safety, noise, environmental protection, waste disposal and water and air quality, and shall provide satisfactory evidence of compliance upon the request of the City of Dallas. Should any discharge, leakage, spillage, emission or pollution of any type occur upon or from the licensed area due to **GRANTEE's** use and occupancy thereof, **GRANTEE**, at its expense, shall be obligated to clean up the licensed area to the satisfaction of the City of Dallas and any governmental body having jurisdiction thereover. The City of Dallas may, at its option, clean the licensed area. If the City of Dallas elects to do so, **GRANTEE** shall promptly pay to the City of Dallas the reasonable cost of such cleanup upon receipt of bills therefore. **GRANTEE** agrees that the indemnity provisions contained in paragraph (g) herein shall be fully applicable to the requirements of this paragraph, in event of **GRANTEE's** breach of this paragraph, or as a result of any such discharge, leakage, spillage, emission or pollution arising out of the **GRANTEE's** use of the licensed area.
- (e) This license is subject to all State laws, the provisions of the Charter of the City of Dallas as it now exists, or may hereafter be adopted or amended, and the ordinances of the City of Dallas now in effect or those which may hereafter be passed or adopted. The City of Dallas shall have the right to increase or decrease the compensation to be charged for the use contemplated by this grant in

**EXHIBIT B
COMMERCIAL ENTITY
ADDITIONAL LICENSE PROVISIONS**

accordance with the provisions of the Dallas City Code as it now exists, or as may hereafter be adopted or amended.

- (f) The Governing Body of the City of Dallas reserves the right, at any time without notice, to terminate and cancel this license, by resolution, upon a finding by the Governing Body that this license is inconsistent with the public use of the property or whenever the purpose or use of the license is likely to become a nuisance and all rights granted hereunder shall thereupon be considered fully terminated and canceled and the City of Dallas shall not be held liable by reason thereof. The decision of the Governing Body of the City in this matter shall be final and binding upon all parties insofar as the City's determination as to whether the **GRANTEE's** use of this license constitutes a nuisance or is inconsistent with the public use of the property.
- (g) As a condition hereof, **GRANTEE** agrees and is bound to defend, indemnify and hold the City of Dallas, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for bodily injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by the use, occupancy and maintenance of the licensed area or **GRANTEE's** installations and improvements within the licensed area, from any act or omission of any representative, agent, customer and/or employee of **GRANTEE**, or by **GRANTEE's** breach of any of the terms or provisions of this license, or by any negligent or strictly liable act or omission of **GRANTEE**, its officers, agents, employees or contractors in the use, occupancy and maintenance of **GRANTEE's** installations and improvements within the licensed area; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City of Dallas, its officers, agents, employees or separate contractors, and in the event of joint and concurring negligence or fault of both the **GRANTEE** and the City of Dallas, responsibility and liability, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to the City of Dallas under Texas law and without waiving any defenses of the parties under Texas law. This obligation to indemnify and defend shall also include any claim for damage that any utility or communication company, whether publicly or privately owned, may sustain or receive by reason of **GRANTEE's** use of the licensed area or **GRANTEE's** improvements and equipment located thereon. In addition to the foregoing, **GRANTEE** covenants and agrees never to make a claim of any kind or character whatsoever against the City of Dallas for damage of any kind that it may suffer by reason of the installation, construction, reconstruction, operation or maintenance of any public improvement, utility or communication facility on the licensed area, whether presently in place or which may in the future be constructed or installed, including but not limited to, any water or wastewater mains or storm sewer facilities, regardless of whether such damage is due to

**EXHIBIT B
COMMERCIAL ENTITY
ADDITIONAL LICENSE PROVISIONS**

flooding, infiltration, backflow or seepage caused from the failure of any installation, natural causes, City's negligence, or from any other cause whatsoever.

- (h) This license is subject to any existing utilities or communication facilities, including drainage, presently located within the licensed area, owned and/or operated by the City of Dallas or any utility or communications company, public or private, and to any vested rights presently owned by an utility or communications company, public or private, for the use of the licensed area for facilities presently located within the boundaries of said licensed area. It is the intent of the foregoing that this permission herein is made expressly subject to the utilization of the licensed area for communication and utility purposes, both public and private, including drainage, over, under, through, across and along the licensed area. No buildings shall be constructed or placed upon, over or across the licensed area in such a manner as to interfere with the operation of any utilities and communication facilities. All and any communication company and utility, both public and private, shall have the right to remove and keep removed all or parts of any buildings which may in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems within the licensed area. All communication companies and utilities, both public and private, shall have the full right to remove and keep removed all parts of any buildings, fences, trees, or other improvements or growths which in any way may endanger or interfere with the construction, maintenance and efficiency of its respective system and shall at all times have the full right of ingress and egress to or from and upon the licensed area for the purpose of constructing, relocating, inspecting, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of anyone.

EXHIBIT C

County: Dallas
Highway: State Highway Spur 366
Control Section: 0196-07

Page 1 of 4
August 1, 2016

**DESCRIPTION FOR TRACT 1
A PART OF PEARL STREET
0.0951 ACRE (4,141 SQ. FT.)
SITUATED IN THE JOHN GRIGSBY SURVEY,
ABSTRACT NUMBER 495
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

BEING a 4,141 square foot tract of land situated in the John Grigsby Survey, Abstract Number 495, City of Dallas, Dallas County, Texas, City of Dallas Block Number 528, and being part of Pearl Street (variable width right-of-way) and part of Lots 1, 2 and 3 of Hensley Addition, an addition to the City of Dallas, as recorded in Volume 90, Page 274 and 275 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), also being part of that tract of land described as Tract No. 1, being an abandonment of a portion of Old Pearl Street-Munger Avenue (formerly Juliette Street, called 40-foot wide right-of-way, as recorded in said Hensley Addition), as described in City of Dallas Ordinance Number 17633, as recorded in Volume 82250, Page 1383, D.R.D.C.T., and being part of that tract of land described in Agreed Judgement Deed to State of Texas, as recorded in Volume 84020, Page 3739, D.R.D.C.T., and being more particularly described as follows:

BEGINNING at the most southeasterly northeast corner (not monumented) of said State of Texas tract, having Texas Coordinate System, NAD83, North Central Zone 4202 surface coordinates North=6,975,153.9036 feet, East=2,491,537.4263 feet;

- 1) THENCE South 44 degrees 13 minutes 56 seconds West, with the southeast line of said State of Texas tract, passing at a distance of 7.01 feet to the northeast line of Lot 1 of said Hensley Addition, and continuing for a total distance of 19.97 feet to the most southeasterly southeast corner of said State of Texas tract, from which a found "X" cut in concrete bears North 78 degrees 51 minutes 21 seconds West, a distance of 0.23 of a foot;
- 2) THENCE North 39 degrees 19 minutes 54 seconds West, with the southwest line of said State of Texas tract and over and across Lots 1 and 2 of said Hensley Addition, a distance of 57.00 feet to a found "Y" cut in concrete for corner;
- 3) THENCE North 51 degrees 22 minutes 13 seconds West, with the southwest line of said State of Texas tract and over and across said Lot 2, a distance of 18.37 feet to the southeast corner (not monumented) of a tract of land described as Tract 2 in deed to the City of Dallas, as recorded in Instrument Number 201500081469 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.);

FIELD NOTES APPROVED:

11/9/16
RBT



EXHIBIT C

County: Dallas
Highway: State Highway Spur 366
Control Section: 0196-07

Page 2 of 4
August 1, 2016

- 4) THENCE North 35 degrees 34 minutes 05 seconds West, departing the southwest line of said State of Texas and with the northeast line of said Tract 2 and over and across said State of Texas tract and Lots 2 and 3 of said Hensley Addition, a distance of 1.71 feet to a corner (not monumented), said corner being the point of curvature of a tangent circular curve to the right having a radius of 515.00 feet, chord that bears North 34 degrees 29 minutes 09 seconds West, a distance of 19.45 feet;
- 5) THENCE Northwesterly, continuing with the northeast line of said Tract 2, over and across said State of Texas tract and Lot 3 of said Hensley Addition, and with said curve, through a central angle of 02 degrees 09 minutes 52 seconds, passing at a distance of 1.95 feet to the northeast line of said Lot 3, and continuing over and across said State of Texas tract and the with the northeast line of said Tract 2, a total arc distance of 19.45 feet to a corner (not monumented), said corner being the point of reverse curvature of a circular curve to the left having a radius 1,485.00 feet, chord that bears North 36 degrees 05 minutes 14 seconds West, a distance of 139.06 feet;
- 6) THENCE Northwesterly, continuing with the northeast line of said Tract 2, over and across said State of Texas tract and with said curve, through a central angle of 05 degrees 22 minutes 02 seconds, an arc distance of 139.11 feet to a corner (not monumented);
- 7) THENCE North 38 degrees 46 minutes 15 seconds West, with the northeast line of said Tract 2 and over and across said State of Texas tract, a distance of 39.94 feet to the north corner (not monumented) of said Tract 2, said corner being on the northeast line of said State of Texas tract;

THENCE with the northeast line of said State of Texas tract, the following bearings and distances:

- 8) South 46 degrees 47 minutes 36 seconds East, a distance of 105.37 feet to a corner (not monumented);
- 9) South 39 degrees 09 minutes 58 seconds East, a distance of 132.10 feet to a corner (not monumented);

EXHIBIT C

County: Dallas
Highway: State Highway Spur 366
Control Section: 0196-07

Page 3 of 4
August 1, 2016

- 10) South 39 degrees 54 minutes 29 seconds East, a distance of 36.02 feet to the POINT OF BEGINNING AND CONTAINING 0.0951 of an acre (4,141 square feet) of land, more or less.

The Basis of Bearing of this survey is the Texas Coordinate System of 1983, North Central Zone (4202) as derived by GPS measurements. All distances and/or coordinates shown hereon are surface and may be converted by the published TXDOT "Surface Adjustment Factor" for Dallas County of 1.000136506.

Tract 1 is part of the Parcel shown on sheet 6A of State Highway Spur 366 (0196-07)

I, Getsy J. Suthan a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat of even date represent an actual survey made on the ground under my supervision.

G. J. Suthan *Aug 01/*

Getsy J. Suthan
Registered Professional Land Surveyor
Texas No. 6449
Halff Associates, Inc.,
1201 North Bowser Rd.
Richardson, Texas 75081
TBPLS Firm No. 10029600



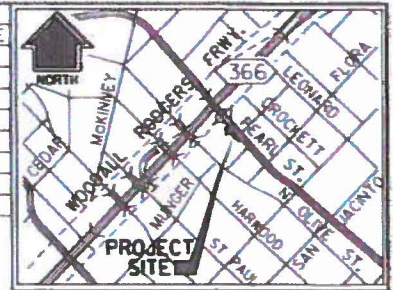
EXHIBIT C

CURVE TABLE

NO.	Δ	RADIUS	LENGTH	CHORD LENGTH	CHORD BEARING
C1	02°09'52"(RT)	515.00'	19.45'	19.45'	N 34°29'09" W
C2	05°22'02"(LT)	1,485.00'	139.11'	139.06'	N 36°05'14" W

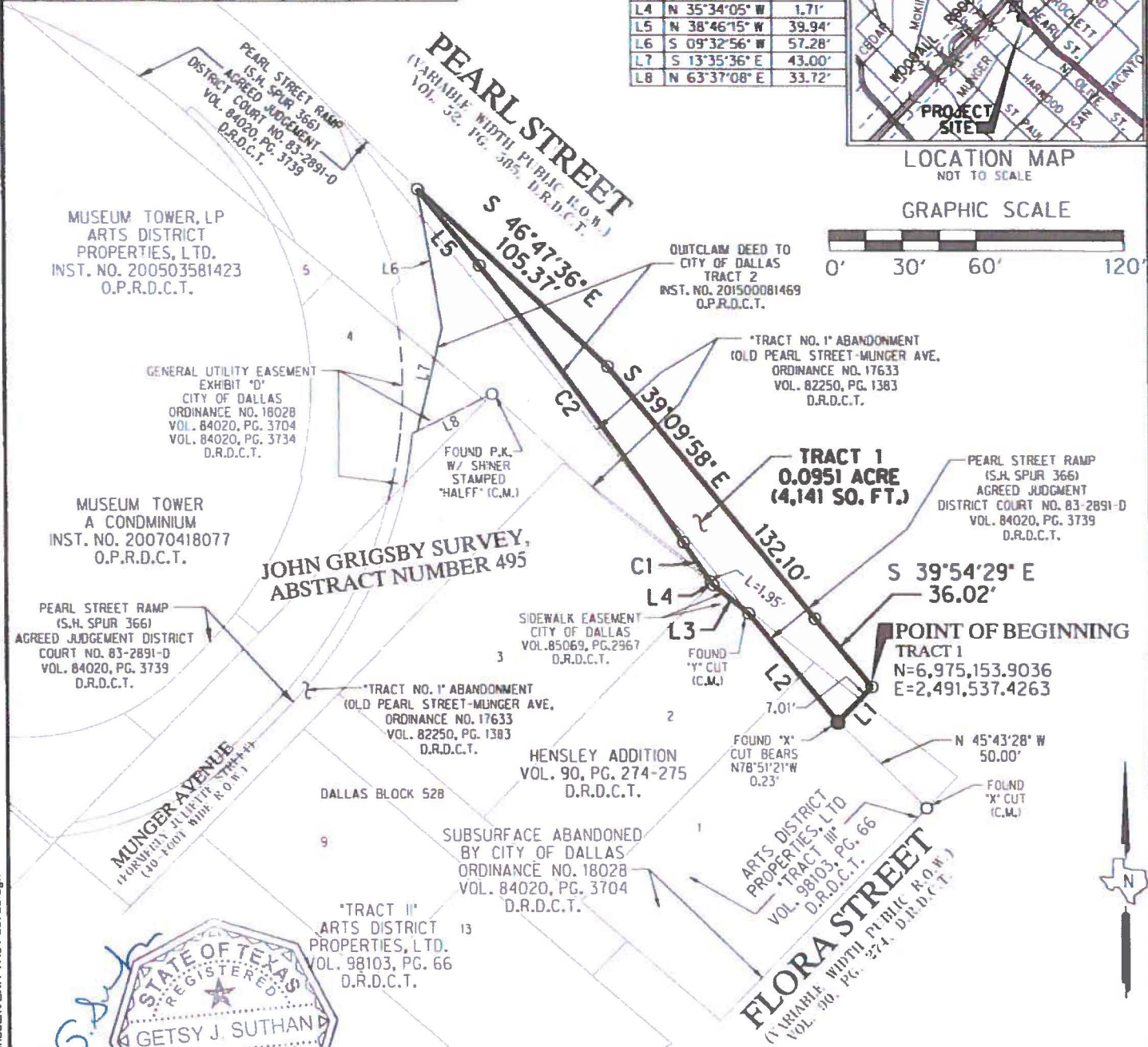
LINE TABLE

NO.	BEARING	DISTANCE
L1	S 44°13'56" W	19.97'
L2	N 39°19'54" W	57.00'
L3	N 51°22'13" W	18.37'
L4	N 35°34'05" W	1.71'
L5	N 38°46'15" W	39.94'
L6	S 09°32'56" W	57.28'
L7	S 13°35'36" E	43.00'
L8	N 63°37'08" E	33.72'



LOCATION MAP
NOT TO SCALE

GRAPHIC SCALE



MUSEUM TOWER, LP
ARTS DISTRICT
PROPERTIES, LTD.
INST. NO. 200503581423
O.P.R.D.C.T.

GENERAL UTILITY EASEMENT
EXHIBIT 'D'
CITY OF DALLAS
ORDINANCE NO. 18028
VOL. 84020, PG. 3704
VOL. 84020, PG. 3734
D.R.D.C.T.

MUSEUM TOWER
A CONDOMINIUM
INST. NO. 20070418077
O.P.R.D.C.T.

PEARL STREET RAMP
(S.H. SPUR 366)
AGREED JUDGEMENT DISTRICT
COURT NO. 83-2891-D
VOL. 84020, PG. 3739
D.R.D.C.T.

**JOHN GRIGSBY SURVEY,
ABSTRACT NUMBER 495**

TRACT NO. 1 ABANDONMENT
(OLD PEARL STREET-MUNGER AVE.,
ORDINANCE NO. 17633
VOL. 82250, PG. 1383
D.R.D.C.T.

HENSLEY ADDITION
VOL. 90, PG. 274-275
D.R.D.C.T.

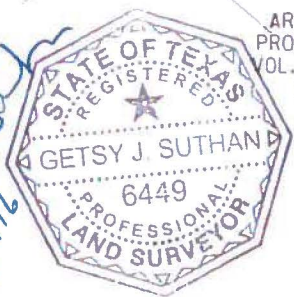
SUBSURFACE ABANDONED
BY CITY OF DALLAS
ORDINANCE NO. 18028
VOL. 84020, PG. 3704
D.R.D.C.T.

TRACT 11
ARTS DISTRICT
PROPERTIES, LTD.
VOL. 98103, PG. 66
D.R.D.C.T.

ARTS DISTRICT
PROPERTIES, LTD.
TRACT 11
VOL. 98103, PG. 66
D.R.D.C.T.

FLORA STREET
(VARIABLE WIDTH PUBLIC R.O.W.)
VOL. 90, PG. 274, D.R.D.C.T.

**POINT OF BEGINNING
TRACT 1**
N=6,975,153.9036
E=2,491,537.4263



S.S. Suthan
Aug. 1/16

- NOTES:**
1. Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202) as derived by GPS measurements. All distances and/or coordinates shown hereon are surface and may be converted by the published TXDOT "Surface Adjustment Factor" for Dallas County of 1.000136506.
 2. This exhibit was prepared with a metes and bounds description of even date.
 3. This survey was prepared without the benefit of a title commitment.
 4. Tract 1 is part of parcel shown on sheet 6A of SH SPUR 366 (0196-07)

**DESCRIPTION OF TRACT 1
A PART OF PEARL STREET
0.0951 ACRE (4,141 SQ. FT.)
SITUATED IN THE JOHN GRIGSBY SURVEY,
ABSTRACT NUMBER 495
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

LEGEND

	PROPOSED TRACT LINE
	EXISTING LOT LINE
	PROPERTY LINE
	FOUND MONUMENT (AS NOTED)
	NOT MONUMENTED (UNLESS NOTED)
	CONTROL MONUMENT
	FOUND IRON ROD
	RIGHT-OF-WAY
	INSTRUMENT NUMBER
	VOLUME, PAGE
	OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS
	DEED RECORDS OF DALLAS COUNTY, TEXAS

<p>HALFF TBPE FIRM *F-312 TBPLS FIRM NO. 10029600 1201 N.BOWSER ROAD RICHARDSON, TEXAS 75081 TELE. (214)346-6200 FAX (214)739-0095</p>	DATE: AUGUST 1, 2016
	AVO: 30735
	PAGE 4 OF 4

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 6/1/2016 9:29:57 AM

EXHIBIT C

County: Dallas
Highway: State Highway Spur 366
CSJ: 0196-07

Page 1 of 4
August 1, 2016

**DESCRIPTION FOR TRACT 2
A PART OF PEARL STREET
0.1882 ACRE (8,198 SQ. FT.)
SITUATED IN THE JOHN GRIGSBY SURVEY,
ABSTRACT NUMBER 495
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

BEING a 8,198 square foot tract of land situated in the John Grigsby Survey, Abstract Number 495, City of Dallas, Dallas County, Texas, City of Dallas Block Number 528, and being part of Pearl Street (variable width right-of-way) and part of Lots 1, 2, 3 and 4 of Hensley Addition, an addition to the City of Dallas, as recorded in Volume 90, Page 274 and 275 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), also being part of that tract of land described as Tract No. 1, being an abandonment of a portion of Old Pearl Street-Munger Avenue (formerly Juliette Street, called 40-foot wide right-of-way, as recorded in said Hensley Addition), as described in City of Dallas Ordinance Number 17633, as recorded in Volume 82250, Page 1383, D.R.D.C.T., and being part of that tract of land described in Agreed Judgement Deed to State of Texas, as recorded in Volume 84020, Page 3739, D.R.D.C.T., and being all of that tract of land described as Tract 2 in quitclaim deed to the City of Dallas, as recorded in Instrument Number 201500081469 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at the most southeasterly northeast corner (not monumented) of said State of Texas tract, having Texas Coordinate System, NAD83, North Central Zone 4202 surface coordinates North=6,975,153.9036 feet, East=2,491,537.4263 feet;

- 1) THENCE South 44 degrees 13 minutes 56 seconds West, with the southeast line of said State of Texas tract, passing at a distance of 7.01 feet to the northeast line of said Lot 1, and continuing for a total distance of 19.97 feet to the most southeasterly southeast corner, from which a found "X" cut in concrete bears North 78 degrees 51 minutes 21 seconds West, a distance of 0.23 of a foot;
- 2) THENCE North 39 degrees 19 minutes 54 seconds West, with the southwest line of said State of Texas tract and over and across said Lots 1 and 2, a distance of 57.00 feet to a found "Y" cut in concrete for corner;

FIELD NOTES APPROVED:

9/6/16



EXHIBIT C

County: Dallas
Highway: State Highway Spur 366
CSJ: 0196-07

Page 2 of 4
August 1, 2016

- 3) THENCE North 51 degrees 22 minutes 13 seconds West, with the southwest line of said State of Texas tract and over and across said Lot 2, passing at a distance of 18.37 feet to the southeast corner of said Tract 2, and continuing with the southwest line of said Tract 2 and said State of Texas tract, and over and across said Lots 2 and 3, for a total distance of 76.10 feet for an "ell" corner of said Tract 2 and said State of Texas tract;
- 4) THENCE North 46 degrees 45 minutes 01 second West, with the southwest line of said Tract 2 and said State of Texas and over and across said State of Texas tract and said Lot 3, passing at a distance of 12.24 feet to the northeast line of said Lot 3, and the south line of said Tract No. 1, and continuing with the southwest line of said Tract 2 and said State of Texas tract, and over and across said Tract No. 1, a total distance of 60.72 feet to a found "PK" nail with shiner stamped "HALFF" for an "ell" corner of said Tract 2 and said State of Texas;
- 5) THENCE South 63 degrees 37 minutes 08 seconds West, with the south line of said Tract 2 and said State of Texas tract, passing at a distance of 4.28 feet to the westerly line of said Tract No. 1, and continuing over and across said Lot 4, and with the south line of said Tract 2 and State of Texas tract, a distance of 33.72 feet to the southwest corner (not monumented) of said Tract 2;
- 6) THENCE North 13 degrees 35 minutes 36 seconds East, over and across said State of Texas tract and with the west line of said Tract 2, a distance of 43.00 feet to a corner (not monumented);
- 7) THENCE North 09 degrees 32 minutes 56 seconds West, over and across said State of Texas tract and with the west line of said Tract 2, a distance of 57.28 feet to a corner (not monumented), said corner being on the northeast line of said State of Texas tract;

THENCE with the northeast line of said State of Texas tract, the following bearings and distances:

- 8) South 46 degrees 47 minutes 36 seconds East, a distance of 105.37 feet to a corner (not monumented);
- 9) South 39 degrees 09 minutes 58 seconds East, a distance of 132.10 feet to a corner (not monumented);

EXHIBIT C

County: Dallas
Highway: State Highway Spur 366
CSJ: 0196-07

Page 3 of 4
August 1, 2016

10) South 39 degrees 54 minutes 29 seconds East, a distance of 36.02 feet to the POINT OF BEGINNING AND CONTAINING 0.1882 of an acre (8,198 square feet) of land, more or less.

The Basis of Bearing of this survey is the Texas Coordinate System of 1983, North Central Zone (4202) as derived by GPS measurements. All distances and/or coordinates shown hereon are surface and may be converted by the published TXDOT "Surface Adjustment Factor" for Dallas County of 1.000136506.

Tract 2 is part of the Parcel shown on sheet 6A of State Highway Spur 366 (0196-07)

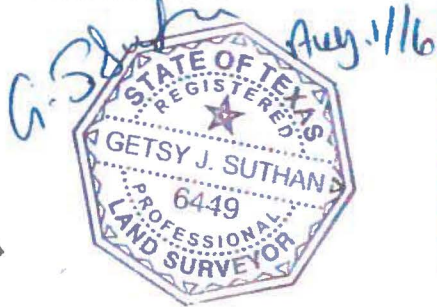
I, Getsy J. Suthan a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat of even date represent an actual survey made on the ground under my supervision.

G. S. Suthan *Aug. 1/16*

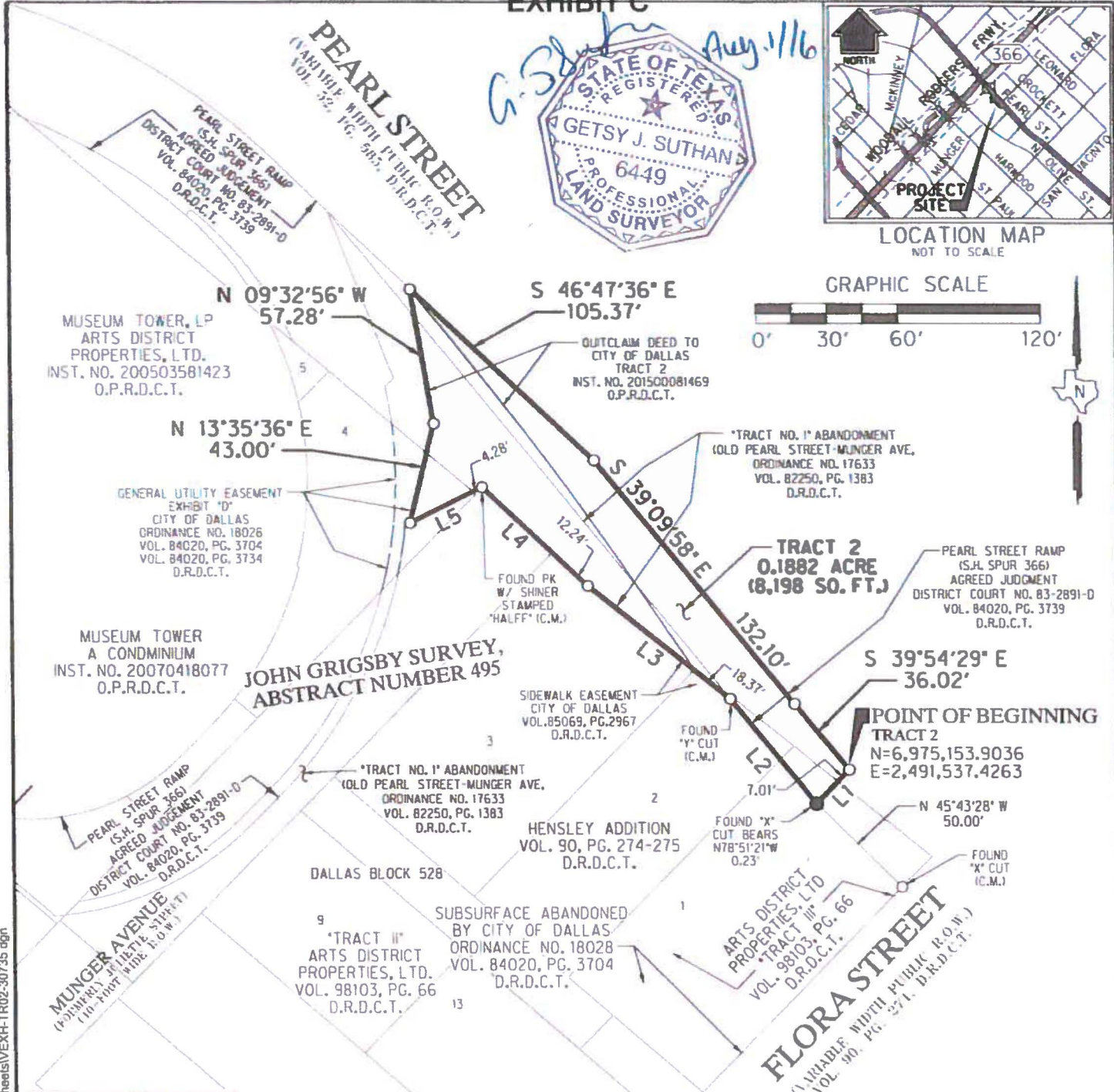
Getsy J. Suthan
Registered Professional Land Surveyor
Texas No. 6449
Halff Associates, Inc.,
1201 North Bowser Rd.
Richardson, Texas 75081
TBPLS Firm No. 10029600



EXHIBIT C



LOCATION MAP
NOT TO SCALE



LINE TABLE		
NO.	BEARING	DISTANCE
L1	S 44°13'56" W	19.97'
L2	N 39°19'54" W	57.00'
L3	N 51°22'13" W	76.10'
L4	N 46°45'01" W	60.72'
L5	S 63°37'08" W	33.72'

LEGEND

- PROPOSED TRACT LINE
- - - EXISTING LOT LINE
- PROPERTY LINE
- FOUND MONUMENT (AS NOTED)
- NOT MONUMENTED (UNLESS NOTED)
- (C.M.) CONTROL MONUMENT
- FIR FOUND IRON ROD
- R.O.W. RIGHT-OF-WAY
- INST. NO. INSTRUMENT NUMBER
- VOL. PG. VOLUME, PAGE
- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS
- D.R.D.C.T. DEED RECORDS OF DALLAS COUNTY, TEXAS

- NOTES:
1. Basis of Bearing is the Texas Coordinate System of 1983, North Central Zone (4202) as derived by GPS measurements. All distances and/or coordinates shown hereon are surface and may be converted by the published TXDOT "Surface Adjustment Factor" for Dallas County of 1.000136506.
 2. This exhibit was prepared with a metes and bounds description of even date.
 3. This survey was prepared without the benefit of a title commitment.
 4. Tract 2 is part of parcel shown on sheet 6A of SH SPUR 366 (0196-07)

DESCRIPTION OF TRACT 2
A PART OF PEARL STREET
0.1882 ACRE (8,198 SQ. FT.)
SITUATED IN THE JOHN GRIGSBY SURVEY,
ABSTRACT NUMBER 495
CITY OF DALLAS, DALLAS COUNTY, TEXAS

HALFF
 TBPE FIRM #F-312
 TBPLS FIRM NO. 10029600
 1201 N. BOWSER ROAD RICHARDSON, TEXAS 75081
 TELE. (214)346-6200 FAX (214)739-0095

DATE: AUGUST 1, 2016
 AV0: 30735
 PAGE 4 OF 4

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8/1/2016 9:30:15 AM

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: March 22, 2017
COUNCIL DISTRICT(S): 14
DEPARTMENT: Sustainable Development and Construction
CMO: Mark McDaniel, 670-3256
MAPSCO: 45F K

SUBJECT

An ordinance abandoning aerial portions of Pearl and Flora Streets and a subsurface portion of Flora Street to Arts District Properties, Ltd., the abutting owner, containing a total of approximately 2,628 square feet of land, located near the intersection of Flora and Olive Streets, and authorizing the quitclaim - Revenue: \$286,811, plus the \$20 ordinance publication fee

BACKGROUND

This item is on the addendum because additional review time was required. This item authorizes the abandonment of aerial portions of Pearl and Flora Streets and a subsurface portion of Flora Street to Arts District Properties, Ltd., the abutting owner. These areas will be included with the property of the abutting owner for a multi-family development. The abandonment fee is based on an independent appraisal.

Notices were sent to 68 property owners located within 300 feet of the proposed abandonment area. There was one response received in opposition to this request.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Economic Development Committee on March 20, 2017.

FISCAL INFORMATION

Revenue - \$286,811, plus the \$20 ordinance publication fee

OWNER

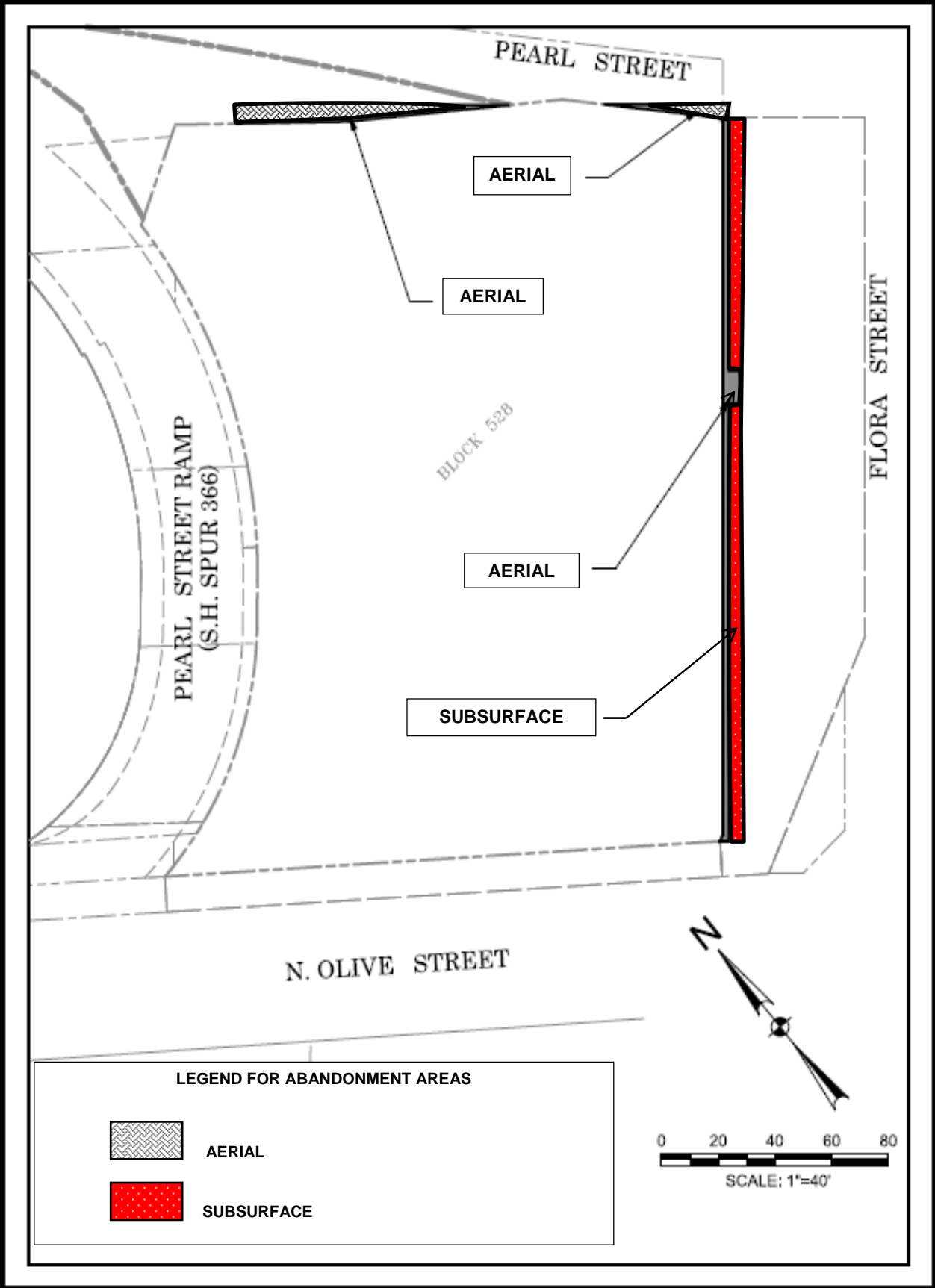
Arts District Properties, Ltd.

Metroarts Corporation, General Partner

Graham Greene, President

MAP

Attached



ORDINANCE NO. _____

An ordinance providing for the abandonment of aerial portions of Pearl and Flora Streets and a subsurface portion of Flora Street located in and adjacent to City Block 528 in the City of Dallas and County of Dallas, Texas, subject to a reverter; providing for the quitclaim thereof to Arts District Properties, Ltd.; providing for the terms and conditions of the abandonment and quitclaim made herein; providing for the indemnification of the City of Dallas against damages arising out of the abandonment herein; providing for the consideration to be paid to the City of Dallas; providing for the payment of the publication fee; and providing an effective date.

ooo0ooo

WHEREAS, the City Council of the City of Dallas, acting pursuant to law and upon the request and petition of Arts District Properties, Ltd., a Texas limited partnership, hereinafter referred to as **GRANTEE**, deems it advisable to abandon and quitclaim, subject to a reverter interest, the hereinafter described areas and is of the opinion that, subject to the terms conditions and reverters herein provided, said portion of aerial rights over Pearl Street, as more fully described in Exhibit A-Tract I and Exhibit A-Tract II, respectively, beginning at an elevation of 482.5' above mean sea level and extending to an elevation to 882.0' above mean sea level; said portion of aerial rights over Flora Street, as more fully described in Exhibit A-Tract III, beginning at an elevation of 468.33' above mean sea level and extending to an elevation to 484.67' above mean sea level, said portion of subsurface rights, as more fully described in Exhibit A-Tract IV, from 1' below surface to 8' below surface, are not currently needed for public use, and same should be abandoned and quitclaimed to **GRANTEE**, as hereinafter provided, for the consideration hereinafter stated; and

WHEREAS, the City Council of the City of Dallas is of the opinion that the best interest and welfare of the public will be served by abandoning and quitclaiming the same to **GRANTEE** for the consideration and subject to the terms, conditions and reverter hereinafter more fully set forth; **Now, Therefore,**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the portion of aerial rights over Pearl Street, beginning at an elevation of 482.5' above mean sea level and extending to an elevation of 882.0' above mean sea level over the tracts of land described in Exhibit A-Tract I and Exhibit A-Tract II, and that the portion of aerial rights over Flora Street, beginning at an elevation of 468.33' above mean sea level and extending to an elevation of 484.67' above mean sea level over the tract of land described in Exhibit A-Tract III, and that the portion of subsurface rights below Flora Street, from 1' below surface to 8' below surface described in Exhibit A-Tract IV, which is attached hereto and made a part hereof, be and the same are abandoned, vacated and closed insofar as the right, title and easement of the public are concerned; subject, however, to the reverter and the conditions hereinafter more fully set out.

SECTION 2. That for and in monetary consideration of the sum of **TWO HUNDRED EIGHTY-SIX THOUSAND EIGHT HUNDRED ELEVEN AND NO/100 (\$286,811.00) DOLLARS** paid by **GRANTEE**, and the further consideration described in Sections 8 and 9, the City of Dallas does by these presents QUITCLAIM unto the said **GRANTEE**, subject to the conditions, reservations and exceptions hereinafter made and with the reverter interest herein stated, all its right, title and interest in and to the portion of aerial rights over Pearl Street, beginning at an elevation of 482.5' above mean sea level and extending to an elevation of 882.0' above mean sea level over the tracts of land described in Exhibit A-Tract I and Exhibit A-Tract II, and that the portion of aerial rights over Flora Street, beginning at an elevation of 468.33' above mean sea level and extending to an elevation of 484.67' above mean sea level over the tracts of land described in Exhibit A-Tract III, and that the subsurface rights below Flora Street, from 1' below surface to 8' below surface described in Exhibit A-Tract IV. Provided however, that if the improvements situated on and adjacent to the areas, to be abandoned are ever respectively: (i) partially demolished, removed or damaged and are not promptly thereafter repaired or rebuilt;

(ii) substantially or totally demolished, removed or damaged; or (iii) abandoned in whole or in part by **GRANTEE**, its successors and assigns, then this ordinance and quitclaim shall be rendered null and void and the right, title and easement of the public shall absolutely revert without any necessity for suit or re-entry by the City; and no act or omission on the part of the City, its successors and assigns, shall be a waiver of the operation or enforcement of this ordinance. **TO HAVE AND TO HOLD** all of such right, title and interest in and to the property and premises, subject aforesaid, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in any manner belonging unto the said **GRANTEE**.

SECTION 3. That upon payment of the monetary consideration set forth in Section 2, **GRANTEE** accepts the terms, provisions, and conditions of this ordinance.

SECTION 4. That the Chief Financial Officer is authorized to deposit the sum paid by **GRANTEE** pursuant to Section 2 above in the General Fund 0001, Department DEV, Balance Sheet 0519 and Department of Sustainable Development and Construction - Real Estate Division shall be reimbursed for the cost of obtaining the legal description, appraisal and other administrative costs incurred. The reimbursement proceeds shall be deposited in General Fund 0001, Department DEV, Unit 1183, Object 5011 and any remaining proceeds shall be transferred to the General Capital Reserve Fund 0625, Department BMS, Unit 8888, Revenue Source 8416.

SECTION 5. That the abandonment provided for herein is made subject to all present zoning and deed restrictions, if the latter exist, and are subject to all existing easement rights of others, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise, and are further subject to the conditions contained in Exhibit B, which is attached hereto for all intents and purposes made a part hereof.

SECTION 6. That the terms and conditions contained in this ordinance shall be binding upon **GRANTEE**, its successors and assigns.

SECTION 7. That the abandonment and quitclaim provided for herein shall extend only to the public right, title, easement and interest, and shall be construed to extend only to that interest the Governing Body of the City of Dallas may legally and lawfully abandon and vacate.

SECTION 8. That as a condition of this abandonment and as a part of the consideration for the quitclaim to **GRANTEE** herein, **GRANTEE**, its successors and assigns, agree to indemnify, defend, release and hold harmless the City of Dallas as to any and all claims for damages, fines, penalties, costs or expenses to persons or property that may arise out of, or be occasioned by or from: (i) the use and occupancy of the areas described in Exhibit A by **GRANTEE**, its successors and assigns; (ii) the presence, generation, spillage, discharge, release, treatment or disposition of any Hazardous Substance on or affecting the areas set out in Exhibit A, (iii) all corrective actions concerning any discovered Hazardous Substances on or affecting the areas described in Exhibit A, which **GRANTEE**, its successors and assigns, agree to undertake and complete in accordance with applicable federal, state and local laws and regulations; and (iv) the abandonment, closing, vacation and quitclaim by the City of Dallas of the areas set out in Exhibit A. **GRANTEE**, its successors and assigns, hereby agree to defend any and all suits, claims, or causes of action brought against the City of Dallas on account of same, and discharge any judgment or judgments that may be rendered against the City of Dallas in connection therewith. For purposes hereof, "Hazardous Substance" means the following: (a) any "hazardous substances" under the Comprehensive, Environmental Response, Compensation Liability Act, 42 U.S.C. Section 9601 et seq., as amended, (b) any "hazardous substances": under the Texas Hazardous Substances Spill Prevention and Control Act, TEX. WATER CODE, Section 26.261 et seq., as amended, (c) petroleum or petroleum-based products (or any derivative or hazardous constituents thereof or additives thereto), including without limitation, fuel and lubricating oils, (d) any "hazardous chemicals" or "toxic chemicals" under the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq., as amended, (e) any "hazardous waste" under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended; and (f) any "chemical substance" under the Toxic Substance Control Act, 15 U.S.C. Section 2601 et seq., as amended. References to particular acts or codifications in this definition include all past and future amendments thereto, as well as applicable rules and regulations as now or hereafter promulgated thereunder.

SECTION 9. That as a condition of this abandonment and as a part of the consideration for the quitclaim made herein, **GRANTEE** shall:

- a) abide by City of Dallas Central Business District Vehicular and Circulation Plan, Section 51-9.100; requiring city to retain 100 feet of right-of-way along Pearl Street and 100 feet of right-of-way along Flora Street.
- b) apply for and be issued a Right-of-Way Permit prior to commencing any field work in the right-of-way.
- c) meet design requirements as referenced by the Plan Development District (PDD) #145 zoning for the Dallas Arts District, subject to compliance with Dallas City Code.

SECTION 10. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records of Dallas County, Texas, which certified copy shall be delivered to the Director of Department of Sustainable Development and Construction, or designee. Upon receipt of the monetary consideration set forth in Section 2, plus the fee for the publishing of this ordinance, which **GRANTEE** shall likewise pay, the Director of Department of Sustainable Development and construction, or designee: (i) shall deliver to **GRANTEE** a certified copy of this ordinance, and (ii) is authorized to and shall prepare and deliver a **QUITCLAIM DEED** with regard to the areas abandoned herein, subject to a reverter interest, to **GRANTEE** hereunder, same to be executed by the City Manager on behalf of the City of Dallas, attested by the City Secretary and approved as to form by the City Attorney. The Director of Department of Sustainable Development and Construction, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.

SECTION 11. That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

APPROVED AS TO FORM:
LARRY E. CASTO
City Attorney

DAVID COSSUM
Director of Department of Sustainable
Development and Construction

BY  BY 
Assistant City Attorney Assistant Director

Passed _____.

EXHIBIT A-TRACT I

**AERIAL ABANDONMENT
PART OF LOTS 2, 3, AND 4 OF A.T. HENSLEY ADDITION
PART OF PEARL STREET
CITY OF DALLAS BLOCK NUMBER 528
BETWEEN THE ELEVATIONS OF 482.5' AND 882.0' MEAN SEA LEVEL
SITUATED IN THE
JOHN GRIGSBY SURVEY, ABSTRACT NUMBER 495
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

BEING a 397 square foot (0.0091 acre) tract of land situated in the John Grigsby Survey, Abstract Number 495, City of Dallas, Dallas County, Texas, City of Dallas Block Number 528, and being part of Pearl Street (created in Volume 52, Page 582-583 of the Deed Records of Dallas County, Texas, (D.R.D.C.T.), a variable width right-of-way) and part of Lots 2, 3 and 4 of A.T. Hensley Addition, an addition to the City of Dallas, as recorded in Volume 90, Pages 274 and 275, D.R.D.C.T, and being part of that tract of land described as Tract No. 1, being an abandonment of a portion of Old Pearl Street-Munger Avenue (formerly Juliette Street, called 40-foot wide right-of-way, as recorded in said Hensley Addition), as described in City of Dallas Ordinance Number 17633, as recorded in Volume 82250, Page 1383, D.R.D.C.T., and being part of that tract of land described in Agreed Judgment Deed to State of Texas, as recorded in Volume 84020, Page 3739, D.R.D.C.T., and being more particularly described as follows, but only as to that portion of the aerial abandonment between the elevations of 482.5' and 882.0' mean sea level:

COMMENCING at a PK nail found with shiner stamped "HALFF" (hereinafter referred to as "with shiner") for the northwest corner of that tract of land described as Tract II in Special Warranty deed to Arts District Properties, Ltd., as recorded in Volume 98103, Page 66, D.R.D.C.T., and an "ell" corner of said State of Texas tract;

THENCE South 46 degrees 45 minutes 00 second East, with the south line of said State of Texas tract, and the north line of said Tract II, a distance of 21.30 feet to a corner (not monumented) for the POINT OF BEGINNING;

THENCE North 43 degrees 15 minutes 00 seconds East, departing said north line of Tract II and a southwest line of said State of Texas tract, and over and across said State of Texas tract, a distance of 6.35 feet to a corner(not monumented);

THENCE South 45 degrees 43 minutes 28 seconds East, continuing over and across said State of Texas tract, a distance of 96.58 feet to a corner (not monumented), said corner being on the south line of said State of Texas tract and the north line of said Tract II;

THENCE North 51 degrees 22 minutes 13 seconds West, with the south line of said State of Texas tract, and the north line of said Tract II, a distance of 57.33 feet to a corner (not monumented);

THENCE North 46 degrees 45 minutes 00 second West, with the south line of said State of Texas tract, and the north line of said Tract II, a distance of 39.42 feet to the POINT OF BEGINNING AND CONTAINING 397 square feet or 0.0091 acres of land, more or less.

(For SPRG use only)	
Reviewed By:	<u>A. Rodriguez</u>
Date:	<u>2/27/17</u>
SPRG NO.:	<u>3935</u>

EXHIBIT A-TRACT 1
**AERIAL ABANDONMENT
PART OF LOTS 2, 3, AND 4 OF A.T. HENSLEY ADDITION
PART OF PEARL STREET
CITY OF DALLAS BLOCK NUMBER 528
BETWEEN THE ELEVATIONS OF 482.5' AND 882.0' MEAN SEA LEVEL
SITUATED IN THE
JOHN GRIGSBY SURVEY, ABSTRACT NUMBER 495
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

Basis of Bearing: State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983. 2011 Adjustment, Epoch 2010.00. All coordinates and distances shown hereon are US Survey Feet, displayed in surface values and may be converted to grid by dividing by the TxDOT Surface Adjustment Factor of 1.000136506.

This metes and bounds description was prepared with an exhibit of even date.

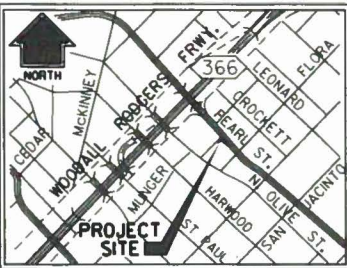
This survey was prepared without the benefit of a title commitment. Easement may exists where none are shown.

G. J. Suthan *June 9/2016*

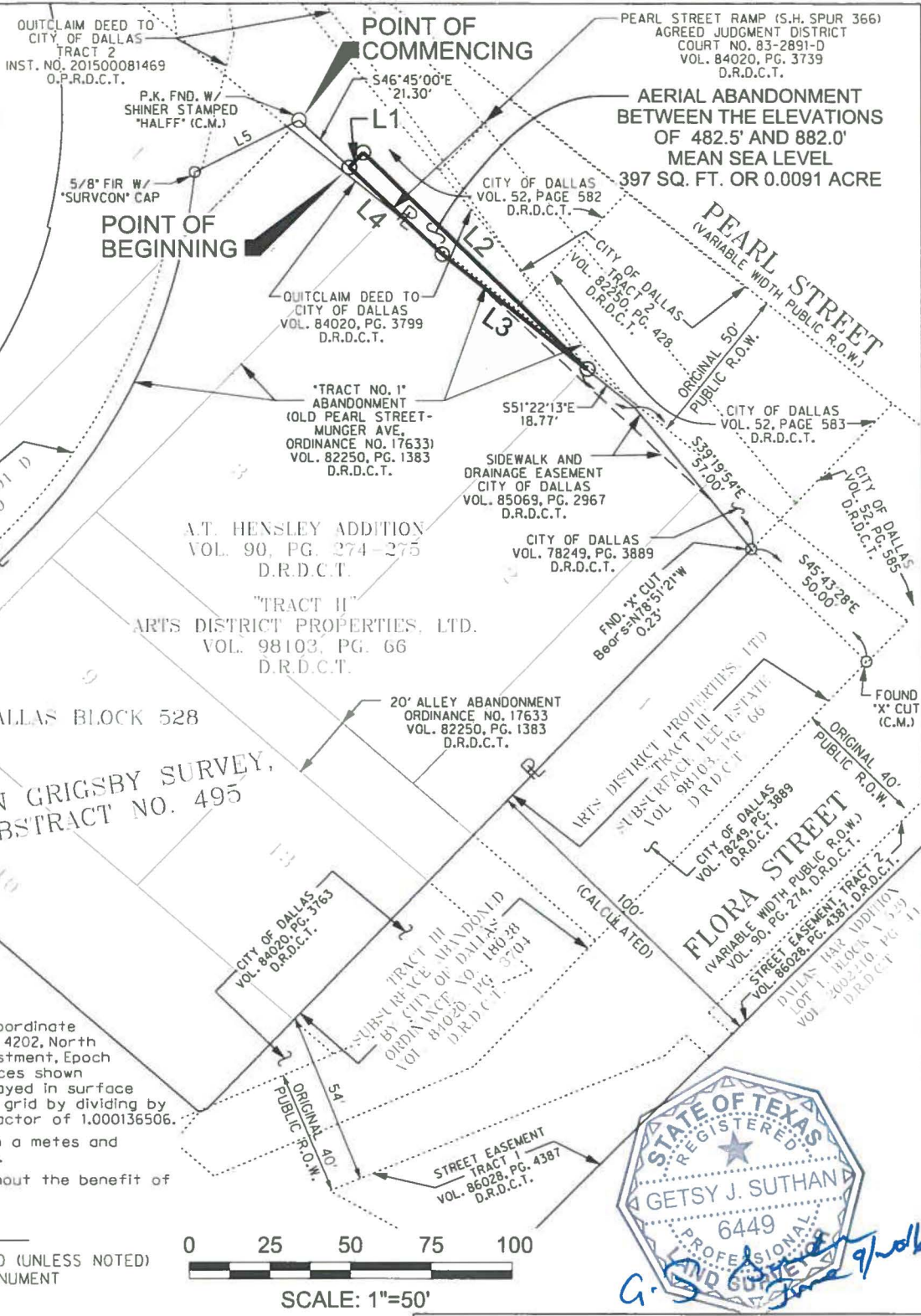
Getsy J. Suthan
Registered Professional Land Surveyor
Texas No. 6449
Halff Associates, Inc.,
1201 North Bowser Rd.
Richardson, Texas 75081
713-588-2466
TBPLS Firm No. 10029600



(For SPRG use only)	
Reviewed By:	<u>A. Rodriguez</u>
Date:	<u>2/27/17</u>
SPRG NO.:	<u>3935</u>



LINE	BEARING	DISTANCE
L1	N43°15'00"E	6.35'
L2	S45°43'28"E	96.58'
L3	N51°22'13"W	57.33'
L4	N46°45'00"W	39.42'
L5	S63°37'08"W	36.17'



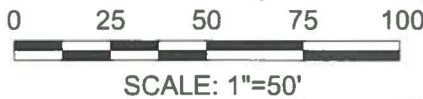
- NOTES:
1. Basis of Bearing: State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983, 2011 Adjustment, Epoch 2010.00. All coordinates and distances shown hereon are US Survey Feet, displayed in surface values and may be converted to grid by dividing by the TxDOT Surface Adjustment Factor of 1.000136506.
 2. This exhibit was prepared with a metes and bounds description of even date.
 3. This survey was prepared without the benefit of a title commitment.

LEGEND

- NOT MONUMENTED (UNLESS NOTED)
- (C.M.) CONTROLLING MONUMENT
- FIR FOUND IRON ROD
- SO. FT. SQUARE FEET
- R.O.W. RIGHT-OF-WAY
- VOL. PG. VOLUME AND PAGE
- INST. NO. INSTRUMENT NUMBER
- D.R.D.C.T. DEED RECORDS DALLAS COUNTY, TEXAS
- O.P.R.D.C.T. OFFICIAL PUBLIC RECORD DALLAS COUNTY, TEXAS
- EASEMENT LINE
- _____ LOT LINE
- ▭ PROPERTY LINE
- CC COUNTY COURT

(For SPRG use only)

Reviewed By: A. Rodriguez
 Date: 2/27/17
 SPRG NO.: 3935



AERIAL ABANDONMENT
 PART OF LOTS 2, 3, AND 4 OF
 A.T. HENSLEY ADDITION
 AND PART OF PEARL STREET
 CITY OF DALLAS BLOCK NUMBER 528
 BETWEEN THE ELEVATIONS OF 482.5'
 AND 882.0' MEAN SEA LEVEL
 SITUATED IN THE
 JOHN GRIGSBY SURVEY, ABSTRACT NO. 495
 CITY OF DALLAS, DALLAS COUNTY, TEXAS



TBPLS FIRM NO. 10029600
 HALFF ASSOCIATES, INC. ENGINEERS - SURVEYORS
 1201 NORTH BOWSER ROAD - RICHARDSON, TEXAS - 75081-2275
 SCALE: 1"=50 (214)346-6200 AVO. 30735 FEBRUARY, 2017

**EXHIBIT A-TRACT II
AERIAL ABANDONMENT
PART OF PEARL STREET
PART OF LOTS 1 AND 2 OF A.T. HENSLEY ADDITION
CITY OF DALLAS BLOCK NUMBER 528
BETWEEN THE ELEVATIONS OF 482.5' AND 882.0' MEAN SEA LEVEL
SITUATED IN THE
JOHN GRIGSBY SURVEY, ABSTRACT NUMBER 495
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

BEING a 99 square foot (0.0023 acre) tract of land situated in the John Grigsby Survey, Abstract Number 495, City of Dallas, Dallas County, Texas, City of Dallas Block Number 528, and being part of Pearl Street (created in Volume 78249, Page 3889, of the Deed Records of Dallas County, Texas, (D.R.D.C.T.), a variable width right-of-way) and part of Lots 1, and 2 of A.T. Hensley Addition, an addition to the City of Dallas, as recorded in Volume 90, Pages 274 and 275, D.R.D.C.T, and being part of that tract of land described in Agreed Judgment Deed to State of Texas, as recorded in Volume 84020, Page 3739, D.R.D.C.T., and being more particularly described as follows, but only as to that portion of the aerial abandonment between the elevations of 482.5' and 882.0' mean sea level:

BEGINNING at the northeast corner of Tract II and the northwest corner of Tract III of that tracts of land described in Special Warranty deed to Arts District Properties, Ltd., as recorded in Volume 98103, Page 66, D.R.D.C.T., and the southeast corner of said State of Texas tract, from which a found "X" cut bears North 78 degrees 51 minutes 21 seconds West, 0.23 feet, and another "X" cut found bears South 45 degrees 43 minutes 28 seconds East, a distance of 50.00 feet;

THENCE North 39 degrees 19 minutes 55 seconds West, with the south line of said State of Texas tract and the north line of said Tract II, a distance of 40.42 feet to a corner (not monument);

THENCE South 45 degrees 43 minutes 28 seconds East, departing said south line of State of Texas tract, and the north line of said Tract II, and over and across said State of Texas tract, a distance of 42.00 feet to a corner (not monumented);

THENCE South 44 degrees 16 minutes 32 seconds West, over and across said Lot 1, a distance of 4.50 feet to a corner (not monument), said corner being on the north line of said Tract III;

THENCE North 45 degrees 43 minutes 28 seconds West, with the north line of said Tract III, a distance of 1.83 feet to the POINT OF BEGINNING AND CONTAINING 99 square feet or 0.0023 acres of land, more or less.

(For SPRG use only)	
Reviewed By:	<u>A. Rodriguez</u>
Date:	<u>2/27/17</u>
SPRG NO.:	<u>3932</u>

**EXHIBIT A-TRACT II
AERIAL ABANDONMENT
PART OF PEARL STREET
PART OF LOTS 1 AND 2 OF A.T. HENSLEY ADDITION
CITY OF DALLAS BLOCK NUMBER 528
BETWEEN THE ELEVATIONS OF 482.5' AND 882.0' MEAN SEA LEVEL
SITUATED IN THE
JOHN GRIGSBY SURVEY, ABSTRACT NUMBER 495
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

Basis of Bearing: State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983. 2011 Adjustment, Epoch 2010.00. All coordinates and distances shown hereon are US Survey Feet, displayed in surface values and may be converted to grid by dividing by the TxDOT Surface Adjustment Factor of 1.000136506.

This metes and bounds description was prepared with an exhibit of even date.

This survey was prepared without the benefit of a title commitment. Easement may exists where none are shown.

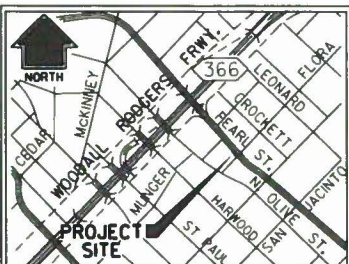

09 JULY 2016

Jason A. Jernigan
Registered Professional Land Surveyor
Texas No. 6023
Half Associates, Inc.,
1201 North Bowser Rd.
Richardson, Texas 75081
214-346-6200
TBPLS Firm No. 10029600

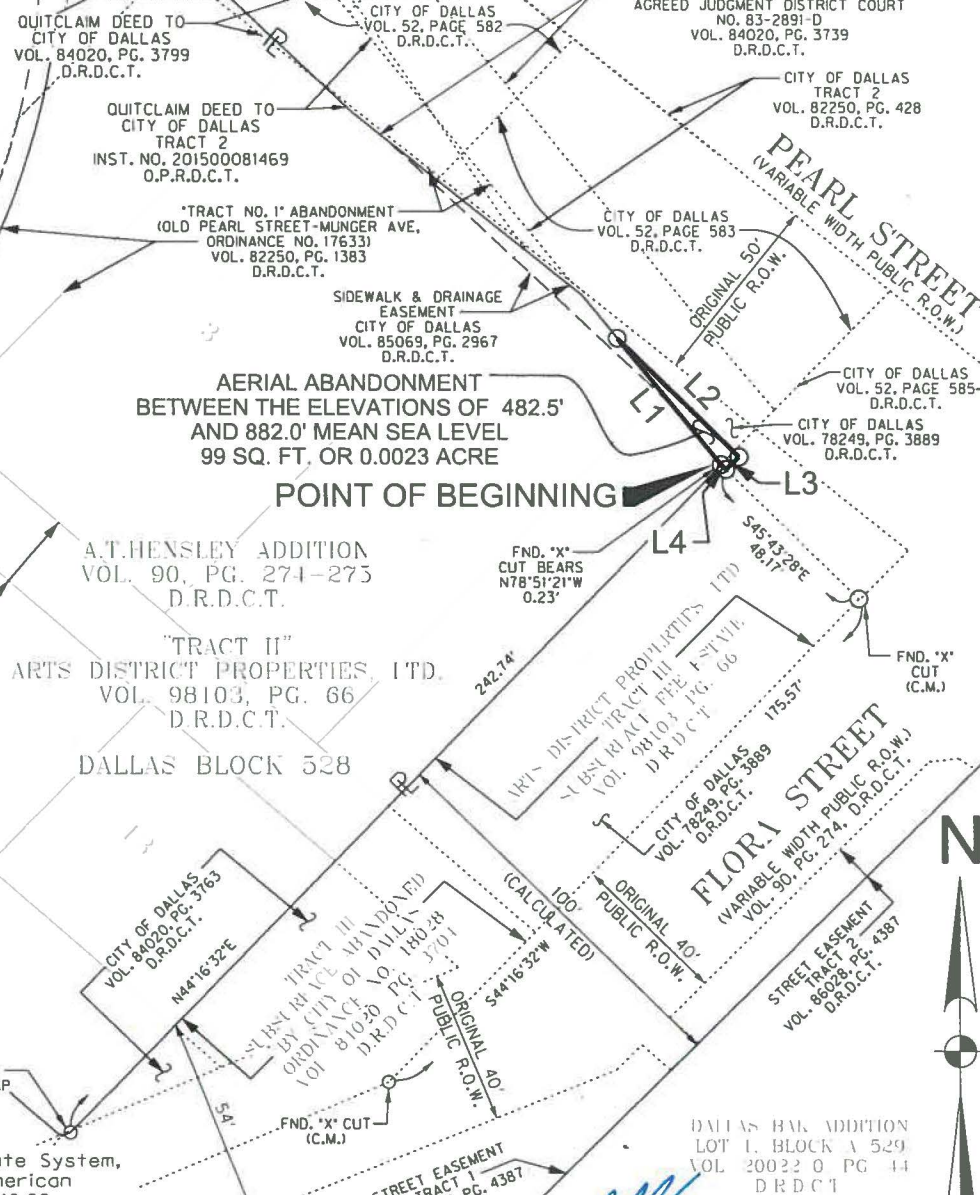


(For SPRG use only)	
Reviewed By:	<u>A. Rodriguez</u>
Date:	<u>2/27/17</u>
SPRG NO.:	<u>3932</u>

EXHIBIT A-TRACT II



LOCATION MAP
NOT TO SCALE



AERIAL ABANDONMENT
BETWEEN THE ELEVATIONS OF 482.5'
AND 882.0' MEAN SEA LEVEL
99 SQ. FT. OR 0.0023 ACRE

POINT OF BEGINNING

A.T. HENSLEY ADDITION
VOL. 90, PG. 274-275
D.R.D.C.T.

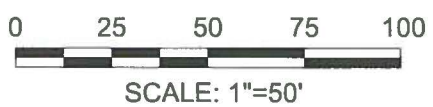
"TRACT II"
ARTS DISTRICT PROPERTIES, LTD.
VOL. 98103, PG. 66
D.R.D.C.T.

DALLAS BLOCK 528

- NOTES:
1. Basis of Bearing: State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983, 2011 Adjustment, Epoch 2010.00. All coordinates and distances shown hereon are US Survey Feet, displayed in surface values and may be converted to grid by dividing by the TxDOT Surface Adjustment Factor of 1.000136506.
 2. This exhibit was prepared with a metes and bounds description of even date.
 3. This survey was prepared without the benefit of a title commitment.

LEGEND

- (C.M.) NOT MONUMENTED (UNLESS NOTED)
- FIR FOUND IRON ROD
- R.O.W. RIGHT-OF-WAY
- SQ. FT. SQUARE FEET
- VOL. PG. VOLUME AND PAGE
- INST. NO. INSTRUMENT NUMBER
- D.R.D.C.T. DEED RECORDS DALLAS COUNTY, TEXAS
- O.P.R.D.C.T. OFFICIAL PUBLIC RECORD DALLAS COUNTY, TEXAS
- EASEMENT LINE
- ▬▬▬▬ LOT LINE
- ▬▬▬▬ PROPERTY LINE
- ▬▬▬▬ COUNTY COURT



JOHN GRIGSBY SURVEY,
ABSTRACT NO. 495

09 July 2016

LINE	BEARING	DISTANCE
1	N39°19'55"W	40.42'
2	S45°43'28"E	42.00'
3	S44°16'32"W	4.50'
4	N45°43'28"W	1.83'

AERIAL ABANDONMENT
PART OF PEARL STREET AND
PART OF LOTS 1 AND 2 OF A.T. HENSLEY ADDITION
CITY OF DALLAS BLOCK NUMBER 528
BETWEEN THE ELEVATIONS OF 482.5' AND
882.0' MEAN SEA LEVEL
SITUATED IN THE
JOHN GRIGSBY SURVEY, ABSTRACT NO. 495
CITY OF DALLAS, DALLAS COUNTY, TEXAS



TBPLS FIRM NO. 10029600
HALFF ASSOCIATES, INC. ENGINEERS - SURVEYORS
1201 NORTH BOWSER ROAD - RICHARDSON, TEXAS - 75081-2275
SCALE: 1"=50 (214)346-6200 AVO. 30735 FEBRUARY, 2017

(For SPRG use only)

Reviewed By: A. Rodriguez
Date: 2/27/17
SPRG NO.: 3932

25_IRC5240_MON_FS_FW_MR.plt Sheet 3/7/2017 1:23:06 PM ah2582 HALFF I:\30000s\30735\CADD\Sheets\SD\1\EXH-A-EXHIBIT-02-30735.DGN

EXHIBIT A-TRACT III

**AERIAL ABANDONMENT
PART OF LOTS 1, 10, 13, AND 20' ALLEY OF A.T. HENSLEY ADDITION
CITY OF DALLAS BLOCK NUMBER 528
BETWEEN THE ELEVATIONS OF 468.33' AND 484.67' MEAN SEA LEVEL
SITUATED IN THE
JOHN GRIGSBY SURVEY, ABSTRACT NUMBER 495
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

BEING a 496 square foot (0.0114 acre) tract of land situated in the John Grigsby Survey, Abstract Number 495, City of Dallas, Dallas County, Texas, City of Dallas Block Number 528, and being part of Lots 1, 10, 13, and 20' Alley of A.T. Hensley Addition, an addition to the City of Dallas, as recorded in Volume 90, Pages 274 and 275 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), and being part of Flora Street (created by Volume 90, Page 274, Volume 78249, Page 3889, and Volume 84020, Page 3763, D.R.D.C.T.), and being more particularly described as follows, but only as to that portion of the aerial abandonment between the elevations of 468.33' and 484.67' mean sea level:

BEGINNING at a 5/8-inch found iron rod with cap stamped "SURVCON" for corner at the southwest end of a corner clip at the intersection of the northwesterly right-of-way line of said Flora Street, a variable width right-of-way, with the northeasterly right-of-way line of Olive Street (created in City of Dallas cause No. 53592-B, Volume 18, Page 268, D.R.D.C.T., a variable width right-of-way), and the common corner of that tract of land described as Tract II and Tract III in Special Warranty deed to Arts District Properties, Ltd., as recorded in Volume 98103, Page 66, D.R.D.C.T.;

THENCE with the common line between said Tract II, and said Tract III, the following bearings and distances:

North 67 degrees 07 minutes 16 seconds East, a distance of 2.75 feet to a 5/8-inch found iron rod with cap stamped "SURVCON" for corner at the northeast end of said corner clip;

North 44 degrees 16 minutes 32 seconds East, a distance of 242.74 feet to the south corner of a tract of land described in Agreed Judgment Deed to State of Texas, as recorded in Volume 84020, Page 3739, D.R.D.C.T., and the northeast corner of said Tract II, and the northwest corner of said Tract III, from which a found "X" cut bears North 78 degrees 51 minutes 21 seconds West, a distance of 0.23 feet, said corner being on the southwest right-of-way line of Pearl Street (created in Volume 84020, page 3739, Volume 82250, Page 428, Volume 90, Page 274, and Volume 78249, Page 3889, D.R.D.C.T., a variable width right-of-way);

THENCE South 45 degrees 43 minutes 28 seconds East, with the northeast line of said Flora Street (created by Volume 78249, Page 3889, a distance of 1.83 feet to a corner (not monument);

THENCE over and across said Tract III, and Lots 1, 10, and 13 of said Hensley Addition, the following bearings and distances:

South 44 degrees 16 minutes 32 seconds West, a distance of 85.76 feet to a corner (not monument);

(For SPRG use only)	
Reviewed By:	<u>A. Rodriguez</u>
Date:	<u>2/27/17</u>
SPRG NO.:	<u>3933</u>

**AERIAL ABANDONMENT
PART OF LOTS 1, 10, 13, AND 20' ALLEY OF A.T. HENSLEY ADDITION
CITY OF DALLAS BLOCK NUMBER 528
BETWEEN THE ELEVATIONS OF 468.33' AND 484.67' MEAN SEA LEVEL
SITUATED IN THE
JOHN GRIGSBY SURVEY, ABSTRACT NUMBER 495
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

South 45 degrees 43 minutes 28 seconds East, a distance of 4.10 feet to a corner (not monument);

South 44 degrees 16 minutes 32 seconds West, a distance of 11.00 feet to a corner (not monument);

North 45 degrees 43 minutes 28 seconds West, a distance of 4.10 feet to a corner (not monument);

South 44 degrees 16 minutes 32 seconds West, a distance of 148.51 feet to a corner (not monument);

North 45 degrees 49 minutes 53 seconds West, a distance of 2.90 feet to the POINT OF BEGINNING AND CONTAINING 496 square feet or 0.0114 acres of land, more or less.

Basis of Bearing: State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983. 2011 Adjustment, Epoch 2010.00. All coordinates and distances shown hereon are US Survey Feet, displayed in surface values and may be converted to grid by dividing by the TxDOT Surface Adjustment Factor of 1.000136506.

This metes and bounds description was prepared with an exhibit of even date.

This survey was prepared without the benefit of a title commitment. Easement may exists where none are shown.

G. J. Suthan

June 9/2016

Getsy J. Suthan
Registered Professional Land Surveyor
Texas No. 6449
Halff Associates, Inc.,
1201 North Bowser Rd.
Richardson, Texas 75081
713-588-2466
TBPLS Firm No. 10029600

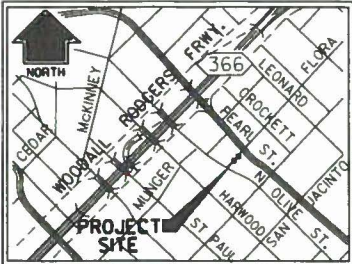


(For SPRG use only)

Reviewed By: A. Rodriguez
Date: 2/27/17
SPRG NO.: 3933

Page 2 of 3
2/23/17

LD_ALA_Flora Street_2.docx



LOCATION MAP
NOT TO SCALE

QUITCLAIM DEED TO
CITY OF DALLAS
VOL. 84020, PG. 3799
D.R.D.C.T.

QUITCLAIM DEED TO
CITY OF DALLAS
TRACT 2
INST. NO. 201500081469
O.P.R.D.C.T.

TRACT NO. 1 ABANDONMENT
(OLD PEARL STREET-MUNGER AVE,
ORDINANCE NO. 17633)
VOL. 82250, PG. 1383
D.R.D.C.T.

20' ALLEY ABANDONMENT
ORDINANCE NO. 17633
VOL. 82250, PG. 1383
D.R.D.C.T.

A.T. HENSLEY ADDITION
VOL. 90, PG. 274-275
D.R.D.C.T.

"TRACT II"
ARTS DISTRICT PROPERTIES, LTD.
VOL. 98103, PG. 66
D.R.D.C.T.

**AERIAL ABANDONMENT BETWEEN
THE ELEVATIONS OF 468.33'
AND 484.67' MEAN SEA LEVEL
496 SQ. FT. OR
0.0114 ACRE**

JOHN GRIGSBY SURVEY,
ABSTRACT NO. 495

OLIVE STREET
(VARIABLE WIDTH PUBLIC R.O.W.)
CITY OF DALLAS, CAUSE NO. 53592-B
VOL. 18, PG. 268, CC #2
D.R.D.C.T.

POINT OF BEGINNING
5/8" FIR W/ *SURVCON* CAP
(C.M.)

NOTES:

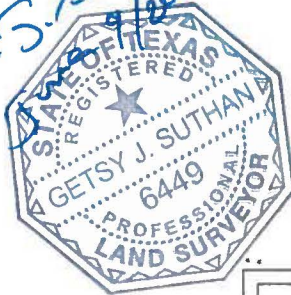
1. Basis of Bearing: State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983, 2011 Adjustment, Epoch 2010.00. All coordinates and distances shown hereon are US Survey Feet, displayed in surface values and may be converted to grid by dividing by the TxDOT Surface Adjustment Factor of 1.000136506.
2. This exhibit was prepared with a metes and bounds description of even date.
3. This survey was prepared without the benefit of a title commitment.

LEGEND

- NOT MONUMENTED (UNLESS NOTED)
- (C.M.) CONTROLLING MONUMENT
- FIR FOUND IRON ROD
- R.O.W. RIGHT-OF-WAY
- SQ. FT. SQUARE FEET
- VOL. PG. VOLUME AND PAGE
- INST. NO. INSTRUMENT NUMBER
- D.R.D.C.T. DEED RECORDS DALLAS COUNTY, TEXAS
- O.P.R.D.C.T. OFFICIAL PUBLIC RECORD DALLAS COUNTY, TEXAS
- EASEMENT LINE
- ▬ LOT LINE
- ▬ PROPERTY LINE
- ▬ COUNTY COURT

(For SPRG use only)

Reviewed By: A. Rodriguez
Date: 2/27/17
SPRG NO.: 3933



LINE	BEARING	DISTANCE
1	N67°07'16"E	2.75'
2	S45°43'28"E	1.83'
3	S44°16'32"W	85.76'
4	S45°43'28"E	4.10'
5	S44°16'32"W	11.00'
6	N45°43'28"W	4.10'
7	S44°16'32"W	148.51'
8	N45°49'53"W	2.90'



**AERIAL ABANDONMENT
PART OF LOTS 1, 10, 13 AND 20' ALLEY OF
A.T. HENSLEY ADDITION AND
CITY OF DALLAS BLOCK NUMBER 528
BETWEEN THE ELEVATIONS OF 468.33'
AND 484.67' MEAN SEA LEVEL
SITUATED IN THE
JOHN GRIGSBY SURVEY, ABSTRACT NO. 495
CITY OF DALLAS, DALLAS COUNTY, TEXAS**



TBPLS FIRM NO. 10029600
HALFF ASSOCIATES, INC. ENGINEERS - SURVEYORS
1201 NORTH BOWSER ROAD - RICHARDSON, TEXAS - 75081-2275
SCALE: 1"=50 (214)346-6200 AVO. 30735 FEBRUARY, 2017

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Sheet

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EXHIBIT A-TRACT IV

**SUBSURFACE ABANDONMENT
PART OF LOTS 1, 10, 13, AND 20' ALLEY OF A.T. HENSLEY ADDITION
CITY OF DALLAS BLOCK NUMBER 528
FROM 1' BELOW SURFACE TO 8' BELOW SURFACE
SITUATED IN THE
JOHN GRIGSBY SURVEY, ABSTRACT NUMBER 495
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

BEING a 1,636 square foot (0.0376 acre) tract of land situated in the John Grigsby Survey, Abstract Number 495, City of Dallas, Dallas County, Texas, City of Dallas Block Number 528, and being part of Lots 1, 10, 13, and 20' Alley of A.T. Hensley Addition, an addition to the City of Dallas, as recorded in Volume 90, Pages 274 and 275 of the Deed Records of Dallas County, Texas (D.R.D.C.T), and being part of a Subsurface Fee Estate described as "Tract III" in Special Warranty deed to Arts District Properties, Ltd., as recorded in Volume 98103, Page 66, D.R.D.C.T., and being part of Flora Street (variable width right-of-way, created in Volume 78249, Page 3889, and Volume 84020, Page 3763, D.R.D.C.T.), and being more particularly described as follows, but only as to that portion of the subsurface abandonment from 1' below surface to 8' below surface:

BEGINNING at a 5/8-inch found iron rod with cap stamped "SURVCON" for corner at the southwest end of a corner clip at the intersection of the northwesterly right-of-way line of Flora Street (created in Volume 90, Page 274, Volume 78249, Page 3889, and Volume 84020, Page 3763, D.R.D.C.T., a variable width right-of-way) with the northeasterly right-of-way line of Olive Street (created in City of Dallas cause No. 53592-B, Volume 18, Page 268, D.R.D.C.T., a variable width right-of-way), and the common corner of said Tract III and Tract II of aforementioned deed to Arts District Properties, Ltd.;

THENCE with the common line between Tract II and Tract III said Arts Properties, Ltd, the following bearings and distances:

North 67 degrees 07 minutes 16 seconds East, a distance of 2.75 feet to a 5/8-inch found iron rod with cap stamped "SURVCON" for corner at the northeast end of said corner clip;

North 44 degrees 16 minutes 32 seconds East, a distance of 242.74 feet to the south corner of a tract of land described in Agreed Judgment Deed to State of Texas, as recorded in Volume 84020, Page 3739, D.R.D.C.T., and the northeast corner of said Tract II, and the northwest corner of said Tract III, from which a found "X" cut bears North 78 degrees 51 minutes 21 seconds West, a distance of 0.23 feet, said corner being on the southwest right-of-way line of Pearl Street (created in Volume 84020, Page 3739, Volume 82250, Page 428, Volume 90, Page 274, and Volume 78249, Page 3889, D.R.D.C.T., a variable width right-of-way);

THENCE South 45 degrees 43 minutes 28 seconds East, with the northeast line of said Tract III, a distance of 6.67 feet to a corner (not monument);

(For SPRG use only)	
Reviewed By:	<u>A. Rodriguez</u>
Date:	<u>2/28/17</u>
SPRG NO.:	<u>3936</u>

**SUBSURFACE ABANDONMENT
PART OF LOTS 1, 10, 13, AND 20' ALLEY OF A.T. HENSLEY ADDITION
CITY OF DALLAS BLOCK NUMBER 528
FROM 1' BELOW SURFACE TO 8' BELOW SURFACE
SITUATED IN THE
JOHN GRIGSBY SURVEY, ABSTRACT NUMBER 495
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

THENCE over and across said Tract III, and Lots 1, 10, and 13 of said Hensley Addition, the following bearings and distances:

South 44 degrees 16 minutes 32 seconds West, a distance of 245.26 feet to a corner (not monument);

North 45 degrees 49 minutes 53 seconds West, a distance of 7.73 feet to the POINT OF BEGINNING AND CONTAINING 1,636 square feet or 0.0376 acres of land, more or less.

Basis of Bearing: State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983. 2011 Adjustment, Epoch 2010.00. All coordinates and distances shown hereon are US Survey Feet, displayed in surface values and may be converted to grid by dividing by the TxDOT Surface Adjustment Factor of 1.000136506.

This metes and bounds description was prepared with an exhibit of even date.

This survey was prepared without the benefit of a title commitment. Easement may exist where none are shown.

G. J. Suthan *June 9/2016*

Getsy J. Suthan
Registered Professional Land Surveyor
Texas No. 6449
Half Associates, Inc.,
1201 North Bowser Rd.
Richardson, Texas 75081
713-588-2466
TBPLS Firm No. 10029600



(For SPRG use only)	
Reviewed By:	<u>A. Rodriguez</u>
Date:	<u>2/28/17</u>
SPRG NO.:	<u>3936</u>

EXHIBIT B

ADDITIONAL ABANDONMENT PROVISIONS

That as a condition hereof, this abandonment is subject to any utilities or communication facilities, including without limitation water and wastewater lines, gas lines, and storm sewers, ("Facilities") presently located within the abandoned area described in Exhibit "A", owned and/or operated by the City of Dallas or any utility or communications company, public or private, ("Utility") and to the rights of any Utility for the use of the abandoned area for its Facilities. It is the intent of the foregoing to confirm and maintain and there is hereby reserved and excepted unto the City of Dallas, and not abandoned or conveyed hereunder, an easement (to which this abandonment is made expressly subject) over, upon, under, through, in, and across the abandoned area for each Utility for its respective Facilities located therein at the time of this abandonment, together with the right to make any subsequent alterations, additions, expansions, upgrades or modifications to such Facilities as may, from time to time be deemed necessary or convenient by the Utility owning and/or operating same. No buildings, structures (above or below ground) or trees shall be constructed or placed within the abandoned area without written consent of each affected Utility. Each Utility shall have the full right to remove and keep removed all or part of any buildings, fences, trees, or other improvements or growths which in any way may endanger or interfere with the construction, maintenance or efficiency of its respective Facilities lying within the abandoned area and shall at all times have the full right of ingress and egress to or from and upon the abandoned area for the purposes of reconstructing, removing, relocating, inspecting, patrolling, maintaining, expanding, upgrading, and/or adding to all or part of its Facilities without the necessity at any time of procuring the permission of anyone. The easement reserved hereunder and the conditions and restrictions to which this abandonment is subject shall remain for the benefit of the applicable Utility and/or operators of the Facilities until said Facilities are removed and relocated from the abandoned area. The relocation, removal or adjustment of any or all such Facilities, if made necessary by GRANTEE'S (whether one or more natural persons or legal entities) use of the abandonment area, shall be at the expense of GRANTEE herein, or GRANTEE'S successors and assigns. Should GRANTEE'S relocation or removal of the Facilities require the obtaining of new easements, the acquisition of same shall be at the expense of GRANTEE, GRANTEE'S successors and assigns. If any of the Facilities (or relocations thereof) are allowed to remain on any part of the abandoned area, the easements and buildings restrictions provided herein shall remain thereon. Upon removal or relocation of all of the Facilities, any easements reserved or created herein relating to such removed or relocated Facilities shall terminate, and any building restrictions herein created shall cease.

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: March 22, 2017
COUNCIL DISTRICT(S): 14
DEPARTMENT: Sustainable Development and Construction
CMO: Mark McDaniel, 670-3256
MAPSCO: 45F K

SUBJECT

An ordinance abandoning a portion of a sidewalk and drainage easement to Arts District Properties, Ltd., the abutting owner, containing approximately 252 square feet of land, located near the intersection of Pearl and Flora Streets - Revenue: \$46,053, plus the \$20 ordinance publication fee

BACKGROUND

This item is on the addendum because additional review time was required. This item authorizes the abandonment of a portion of a sidewalk and drainage easement to Arts District Properties, Ltd., the abutting owner. The area will be included with the property of the abutting owner for a multi-family development. The abandonment fee is based on an independent appraisal.

Notices were sent to 68 property owners located within 300 feet of the proposed abandonment area. There were two responses received in opposition to this request.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Information about this item will be provided to the Economic Development Committee on March 20, 2017.

FISCAL INFORMATION

Revenue - \$46,053, plus the \$20 ordinance publication fee

OWNER

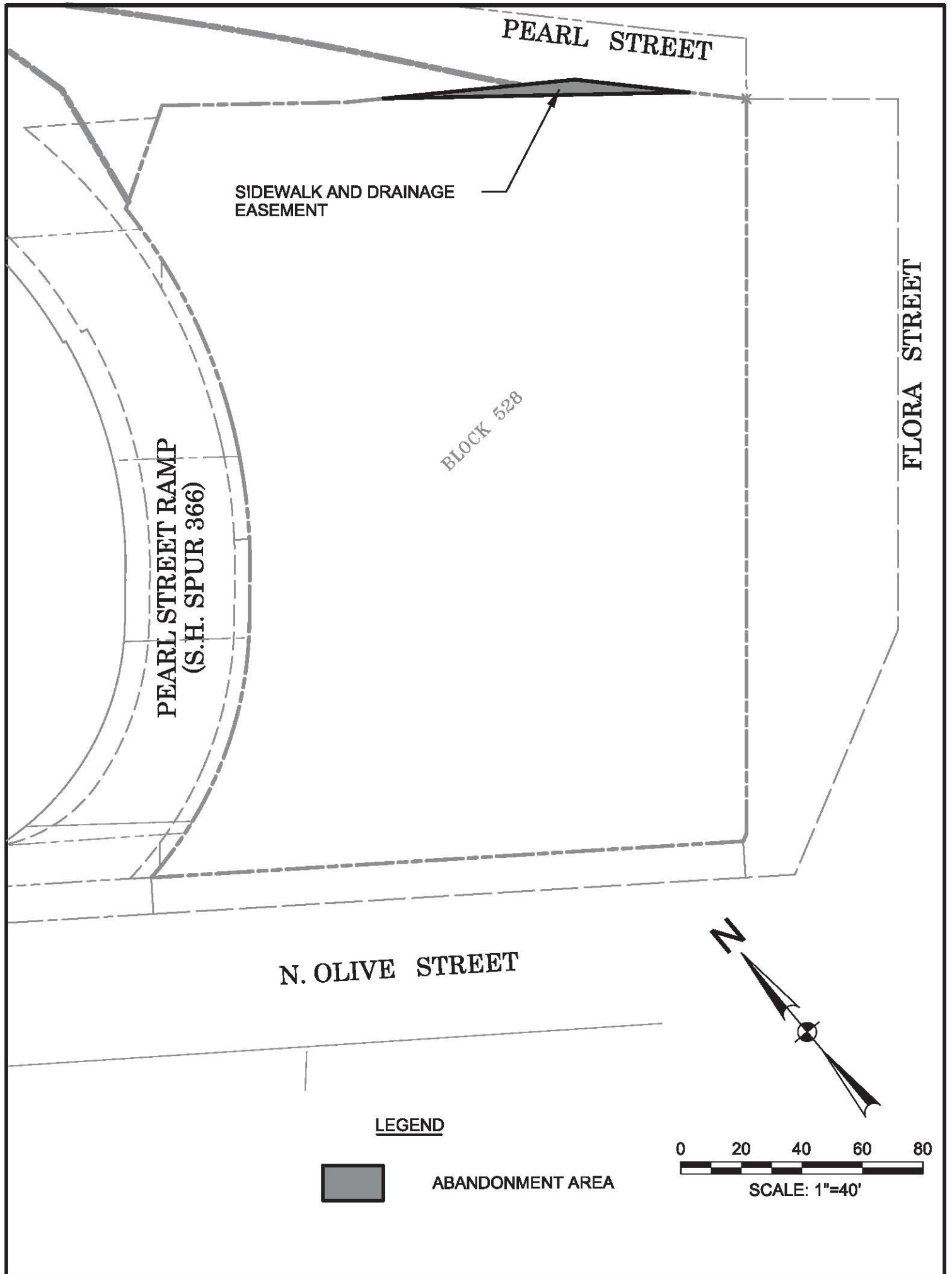
Arts District Properties, Ltd.

Metroarts Corporation, General Partner

Graham Greene, President

MAP

Attached



ORDINANCE NO. _____

An ordinance providing for the abandonment and relinquishment of a sidewalk and drainage easement, located in and adjacent to City Block 528 in the City of Dallas and County of Dallas, Texas; providing for the quitclaim thereof to Arts District Properties, Ltd.; providing for the terms and conditions of the abandonment, relinquishment and quitclaim made herein; providing for the conveyance of a new easement, if needed, to the City of Dallas and the relocation of existing facilities; providing for the indemnification of the City of Dallas against damages arising out of the abandonment herein; providing for the consideration to be paid to the City of Dallas; providing a future effective date for the abandonment, relinquishment and quitclaim made herein; providing for the payment of the publication fee; and providing an effective date for this ordinance.

ooo0ooo

WHEREAS, the City Council of the City of Dallas, acting pursuant to law and upon the request and petition of Arts District Properties, Ltd., a Texas limited partnership; hereinafter referred to as **GRANTEE**, deems it advisable to abandon, relinquish and quitclaim the City of Dallas' right, title and interest in and to the hereinafter described tract of land to **GRANTEE**, and is of the opinion that, subject to the terms and conditions herein provided, said sidewalk and drainage easement is no longer needed for municipal use, and same should be abandoned, relinquished and quitclaimed to **GRANTEE** as hereinafter provided, for the consideration hereinafter stated; and

WHEREAS, the City Council of the City of Dallas is of the opinion that the best interest and welfare of the City will be served by abandoning, relinquishing and quitclaiming the same to **GRANTEE** for the consideration and subject to the terms and conditions hereinafter more fully set forth; **Now, Therefore,**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the City of Dallas hereby abandons and relinquishes all of its right, title and interest in and to the tract of land described in Exhibit A, attached hereto and made a part hereof; subject, however, to the conditions and future effective date hereinafter more fully set out.

SECTION 2. That for and in monetary consideration of the sum of **FORTY SIX THOUSAND FIFTY THREE AND NO/100 (\$46,053.00) DOLLARS** paid by **GRANTEE**, and the further consideration described in Sections 8 and 9, the City of Dallas does by these presents **FOREVER QUITCLAIM** unto the said **GRANTEE**, subject to the conditions, reservations, future effective date and exceptions hereinafter made and with the restrictions and upon the covenants below stated, all its right, title and interest in and to the certain tract or parcel of land hereinabove described in Exhibit A. **TO HAVE AND TO HOLD** all of such right, title and interest in and to the property and premises, subject aforesaid, together with all and singular the rights, privileges, hereditaments and appurtenances thereto in any manner belonging unto the said **GRANTEE** forever.

SECTION 3. That upon payment of the monetary consideration set forth in Section 2, **GRANTEE** accepts the terms, provisions, and conditions of this ordinance.

SECTION 4. That the Chief Financial Officer is authorized to deposit the sum paid by **GRANTEE** pursuant to Section 2 above in the General Fund 0001, Department DEV, Balance Sheet 0519 and Department of Sustainable Development and Construction - Real Estate Division shall be reimbursed for the cost of obtaining the legal description, appraisal and other administrative costs incurred. The reimbursement proceeds shall be deposited in General Fund 0001, Department DEV, Unit 1183, Object 5011 and any remaining proceeds shall be transferred to the General Capital Reserve Fund 0625, Department BMS, Unit 8888, Revenue Source 8416.

SECTION 5. That the abandonment, relinquishment and quitclaim provided for herein are made subject to all present zoning and deed restrictions, if the latter exist, and are subject to all existing easement rights of others, if any, whether apparent or non-apparent, aerial, surface, underground or otherwise.

SECTION 6. That the terms and conditions contained in this ordinance shall be binding upon **GRANTEE**, its successors and assigns.

SECTION 7. That the abandonment, relinquishment and quitclaim provided for herein shall extend only to that interest the Governing Body of the City of Dallas may legally and lawfully abandon, relinquish and quitclaim.

SECTION 8. That as a condition of this abandonment and as a part of the consideration for the quitclaim to **GRANTEE** herein, **GRANTEE**, its successors and assigns, agree to indemnify, defend, release and hold harmless the City of Dallas as to any and all claims for damages, fines, penalties, costs or expenses to persons or property that may arise out of, or be occasioned by or from: (i) the use and occupancy of the area described in Exhibit A by **GRANTEE**, its successors and assigns; (ii) the presence, generation, spillage, discharge, release, treatment or disposition of any Hazardous Substance on or affecting the area set out in Exhibit A; (iii) all corrective actions concerning any discovered Hazardous Substances on or affecting the area described in Exhibit A, which **GRANTEE**, its successors and assigns agree to undertake and complete in accordance with applicable federal, state and local laws and regulations; and (iv) the abandonment, closing, vacation and quitclaim by the City of Dallas of the area set out in Exhibit A. **GRANTEE**, its successors and assigns hereby agree to defend any and all suits, claims, or causes of action brought against the City of Dallas on account of same, and discharge any judgment or judgments that may be rendered against the City of Dallas in connection therewith. For purposes hereof, "Hazardous Substance" means the following: (a) any "hazardous substances" under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq., as amended; (b) any "hazardous substance" under the Texas Hazardous Substances Spill Prevention and Control Act, TEX. WATER CODE, Section 26.261 et seq., as amended; (c) petroleum or petroleum-based products (or any derivative or hazardous constituents thereof or additives thereto), including without limitation, fuel and lubricating oils; (d) any "hazardous chemicals" or "toxic chemicals" under the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq., as amended; (e) any "hazardous waste" under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended; and (f) any "chemical substance"

under the Toxic Substance Control Act, 15 U.S.C. Section 2601 et seq., as amended. References to particular acts or codifications in this definition include all past and future amendments thereto, as well as applicable rules and regulations as now or hereafter promulgated thereunder.

SECTION 9. That this abandonment, relinquishment and quitclaim of the City's right, title and interest in and to said sidewalk and drainage easement shall not become effective until and unless: (i) the existing installations and facilities are relocated, at **GRANTEE's** expense, to the new easement, if needed, to be provided by **GRANTEE** and acceptable to the Director of Department of Sustainable Development and Construction, as is hereinafter provided; and (ii) plans for the construction and relocation of installations within the new easement are approved by the Director of Department of Sustainable Development and Construction; and (iii) said construction and relocation of installations are completed, approved and accepted in writing by the Director of Department of Sustainable Development and Construction. **GRANTEE** will grant the new easement at no cost consideration to the City and all work shall be done at the sole cost of **GRANTEE** and to the satisfaction of the Director of Department of Sustainable Development and Construction. Failure to relocate to the new easement in accordance with the terms of this section shall render this ordinance null and void and of no further effect.

SECTION 10. **GRANTEE**, acknowledges that Atmos and Southwestern Bell Telephone have facilities in the area described in Exhibit A and shall be responsible to relocate said facilities if conflicts exists.

SECTION 11. That the City Secretary is hereby authorized and directed to certify a copy of this ordinance for recordation in the Deed Records of Dallas County, Texas, which certified copy shall be delivered to the Director of Department of Sustainable Development and Construction, or designee. Upon receipt of the monetary consideration set forth in Section 2, plus the fee for the publishing of this ordinance, which **GRANTEE** shall likewise pay, the Director of Department of Sustainable Development and Construction, or designee shall deliver to **GRANTEE** a certified copy of this ordinance.

The Director of Department of Sustainable Development and Construction, or designee, shall be the sole source for receiving certified copies of this ordinance for one year after its passage.

SECTION 12. That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so ordained.

**APPROVED AS TO FORM:
LARRY E. CASTO
City Attorney**

BY 
Assistant City Attorney

**DAVID COSSUM
Director of Department of Sustainable
Development and Construction**

BY 
Assistant Director

Passed _____.

**SIDEWALK AND DRAINAGE EASEMENT ABANDONMENT
PART OF LOTS 1, 2, AND 3 OF A.T. HENSLEY ADDITION
CITY OF DALLAS BLOCK NUMBER 528
SITUATED IN THE
JOHN GRIGSBY SURVEY, ABSTRACT NUMBER 495
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

BEING a 252 square foot (0.0058 acre) tract of land situated in the John Grigsby Survey, Abstract Number 495, City of Dallas, Dallas County, Texas, City of Dallas Block Number 528, and being part of Lots 1, 2 and 3 of A.T. Hensley Addition, an addition to the City of Dallas, as recorded in Volume 90, Pages 274 and 275 of the Deed Records of Dallas County, Texas (D.R.D.C.T), and being part of that tract of land described as Tract II in Special Warranty deed to Arts District Properties, Ltd., as recorded in Volume 98103, Page 66, D.R.D.C.T., and being all of that tract of land described as Tract No. 1 (Sidewalk and Drainage Easement) in Easement deed to City of Dallas as recorded in Volume 85069, Page 2967, D.R.D.C.T., and being more particularly described as follows:

COMMENCING at a point for the northeast corner of said Arts District tract, the most easterly southeast corner of that tract of land described in Agreed Judgment Deed to State of Texas, as recorded in Volume 84020, Page 3739 and the northwest corner of that tract of land described as Tract III of said Arts District Properties, Ltd. deed, and being on the south right-of-way line of Pearl Street (created in Court No. 83-2891-D, Volume 84020, Page 3739, and Volume 78249, Page 3889, D.R.D.C.T., variable width right-of-way) from which an "X" cut found bears North 78 degrees 51 minutes 21 seconds West, a distance of 0.23 of a foot and another "X" cut found bears South 45 degrees 43 minutes 28 seconds East, a distance of 50.00 feet;

THENCE North 39 degrees 19 minutes 54 seconds West, with the common line between said State of Texas tract and said Tract II, a distance of 19.22 feet to a point (not monumented) for the POINT OF BEGINNING, said point being the southeast corner of said easement tract;

THENCE North 46 degrees 54 minutes 30 seconds West, departing said common line and over and across said Tract II, said Lots 1, 2, and 3, and with the south line of said easement tract, a distance of 101.29 feet to a point (not monumented) for corner on said common line, said point being the northwest corner of said easement tract;

THENCE South 51 degrees 22 minutes 13 seconds East, with said common line and with the northwest line of said easement tract, a distance of 64.03 feet to a "Y" cut found for common corner of said State of Texas tract, said easement tract and said Tract II;

THENCE South 39 degrees 19 minutes 54 seconds East, with said common line and with the northeast line of said easement tract, a distance of 37.78 feet to the POINT OF BEGINNING AND CONTAINING 252 square feet or 0.0058 acres of land, more or less.

(For SPRG use only)	
Reviewed By:	<u>A. Rodriguez</u>
Date:	<u>2/27/17</u>
SPRG NO.:	<u>3934</u>

**SIDEWALK AND DRAINAGE EASEMENT ABANDONMENT
PART OF LOTS 1, 2, AND 3 OF A.T. HENSLEY ADDITION
CITY OF DALLAS BLOCK NUMBER 528
SITUATED IN THE
JOHN GRIGSBY SURVEY, ABSTRACT NUMBER 495
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

Basis of Bearing: State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983. 2011 Adjustment, Epoch 2010.00. All coordinates and distances shown hereon are US Survey Feet, displayed in surface values and may be converted to grid by dividing by the TxDOT Surface Adjustment Factor of 1.000136506.

This metes and bounds description was prepared with an exhibit of even date.

This survey was prepared without the benefit of a title commitment. Easement may exists where none are shown.

G. J. Suthan

June 9/2016

Getsy J. Suthan
Registered Professional Land Surveyor
Texas No. 6449
Halff Associates, Inc.,
1201 North Bowser Rd.
Richardson, Texas 75081
713-588-2466
TBPLS Firm No. 10029600



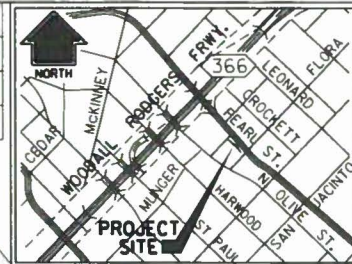
(For SPRG use only)
Reviewed By: A. Rodriguez
Date: 2/27/17
SPRG NO.: 3934

EXHIBIT A

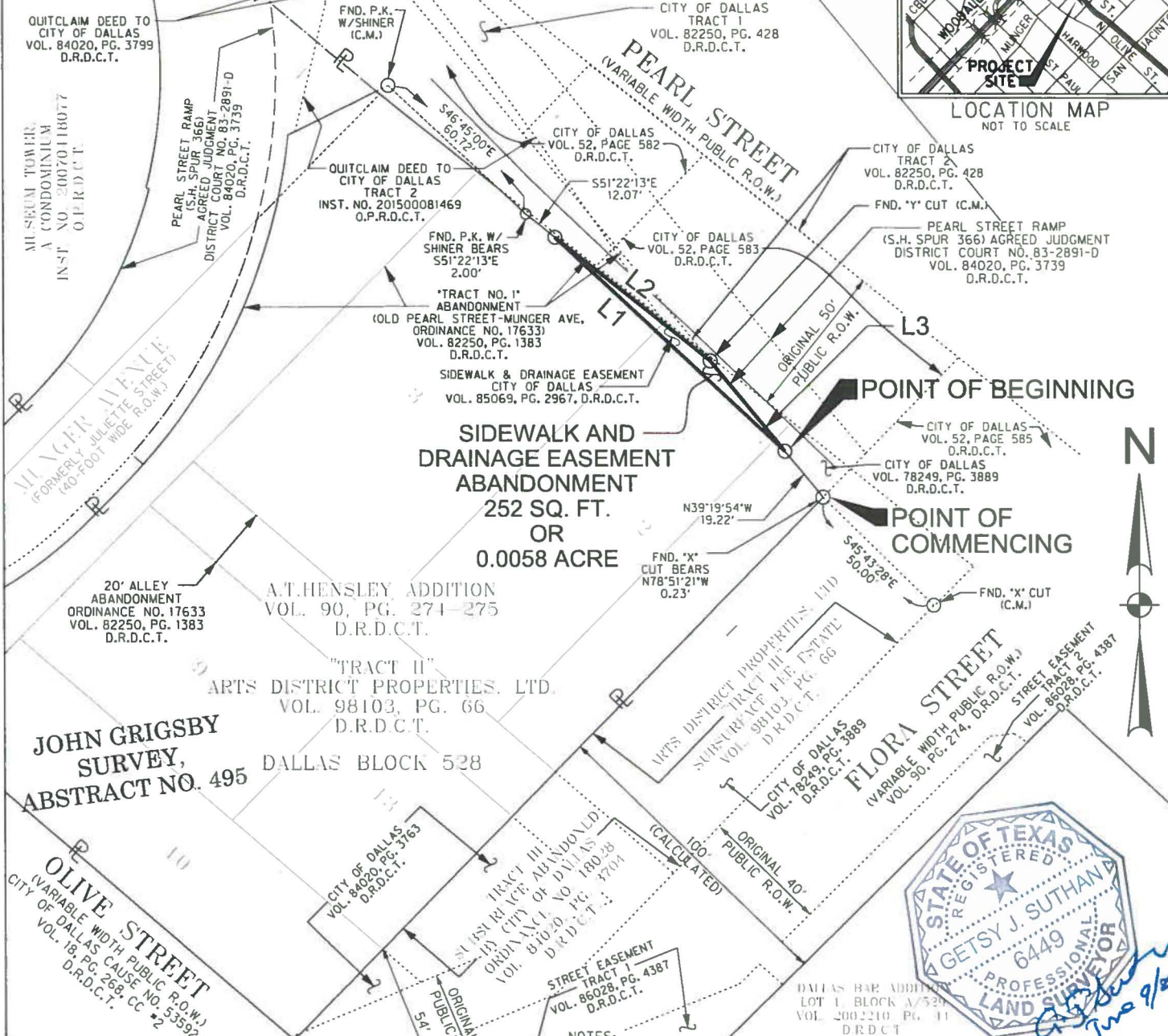
0 25 50 75 100

SCALE: 1"=50'

LINE	BEARING	DISTANCE
1	N46°54'30"W	101.29'
2	S51°22'13"E	64.03'
3	S39°19'54"E	37.78'



LOCATION MAP NOT TO SCALE



SIDEWALK AND DRAINAGE EASEMENT ABANDONMENT
252 SQ. FT. OR 0.0058 ACRE

POINT OF BEGINNING

POINT OF COMMENCING

JOHN GRIGSBY SURVEY, ABSTRACT NO. 495

ARTS DISTRICT PROPERTIES, LTD.



- NOTES:
1. Basis of Bearing: State Plane Coordinate System, Texas North Central Zone 4202, North American Datum of 1983, 2011 Adjustment, Epoch 2010.00. All coordinates and distances shown hereon are US Survey Feet, displayed in surface values and may be converted to grid by dividing by the TxDOT Surface Adjustment Factor of 1.000136506.
 2. This exhibit was prepared with a metes and bounds description of even date.
 3. This survey was prepared without the benefit of a title commitment.

LEGEND

○ (C.M.)	NOT MONUMENTED (UNLESS NOTED)
FIR	CONTROLLING MONUMENT
R.O.W.	FOUND IRON ROD
SQ. FT.	RIGHT-OF-WAY
VOL. PG.	SQUARE FEET
INST. NO.	VOLUME AND PAGE
D.R.D.C.T.	INSTRUMENT NUMBER
O.P.R.D.C.T.	DEED RECORDS DALLAS COUNTY, TEXAS
---	OFFICIAL PUBLIC RECORD DALLAS COUNTY, TEXAS
---	EASEMENT LINE
---	LOT LINE
⊞	PROPERTY LINE
CC	COUNTY COURT

(For SPRG use only)
 Reviewed By: A. Rodriguez
 Date: 2/27/17
 SPRG NO.: 3934

SIDEWALK AND DRAINAGE EASEMENT ABANDONMENT
PART OF LOTS 1, 2, AND 3 OF
A.T. HENSLEY ADDITION
CITY OF DALLAS BLOCK NUMBER 528
 SITUATED IN THE
JOHN GRIGSBY SURVEY, ABSTRACT NO. 495
CITY OF DALLAS, DALLAS COUNTY, TEXAS

HALFF
 TBPLS FIRM NO. 10029600
 HALFF ASSOCIATES, INC. ENGINEERS - SURVEYORS
 1201 NORTH BOWSER ROAD - RICHARDSON, TEXAS - 75081-2275
 SCALE: 1"=50 (214)346-6200 AVO. 30735 JANUARY, 2017

25_IRC5240_MON_FS_FW_CR.plt Sheet I:\3000a\30735\CADD\Sheets\30735\X\H-SIDEWALK EASEMENT-30735.DGN 2/23/2017 12:54:56 PM ah2472 HALFF

REVISED AGENDA ITEM # 22

KEY FOCUS AREA: Culture, Arts and Recreation and Educational Enhancements

AGENDA DATE: March 22, 2017

COUNCIL DISTRICT(S): 14

DEPARTMENT: Park & Recreation

CMO: Willis Winters, 670-4071

MAPSCO: 45-L

SUBJECT

Authorize **(1)** approval of the terms for the Development Agreement between the Pacific Plaza LLC and Parks for Downtown Dallas collectively the “Developer” and the City for the design and construction of a public park currently named Pacific Plaza; **(2)** approval of an Operating Endowment Agreement between the City and Developer; and **(3)** recommendation to City Council for approval of both the Development and Operating Endowment Agreements, as approved as to form by the City Attorney’s Office - Financing: No cost consideration to the City

BACKGROUND

Pacific Plaza was identified as one of three proposed core park sites in the 2004 Downtown Parks Master Plan, which was adopted by the Park and Recreation Board and City Council in 2004. Five tracts of land, totaling 3.2 acres, were purchased in partnership with the Trust for Public Land (“TPL”) between 2005 and 2008 for \$9.1M. The land is currently used as a surface parking lot with approximately 300 spaces leased to the Parking Company of America. This lease can be terminated without cause prior to the commencement of construction.

In 2013, the Park and Recreation Department updated the 2004 Downtown Parks Master Plan (with funding provided by The Belo Foundation and Maureen H. and Robert W. Decherd) and again identified Pacific Plaza as one of four priority parks to be developed for the citizens of Dallas. The Belo Foundation, which funded the development of Belo Garden in 2012, and the schematic and design development plan for Carpenter Plaza in 2015, was renamed Parks for Downtown Dallas (PfDD) in October 2015. Parks for Downtown Dallas has also funded the conceptual plan for the proposed Harwood Park in 2016.

BACKGROUND (Continued)

For Pacific Plaza, the Developer funded a schematic design and the Live Oak Street closure traffic study at a cost of \$476,000. Schematic design was undertaken by SWA, landscape architects, between March and October 2016, incorporating input from three public input meetings, two held on March 29, and one on September 22. The Park and Recreation Board approved the schematic design agreement with Developer on June 2, 2016, and a final schematic plan was provided to the Park and Recreation Department in October 2016.

On December 7, 2016, the Developer offered to fund the construction of Pacific Plaza without any financial contribution from the City of Dallas, from a future bond program. On December 15, 2016 Park and Recreation Board unanimously authorized staff to enter into final negotiations with the Developer for a development agreement and an endowment agreement to provide supplemental funding for the annual operation and maintenance of Pacific Plaza.

This agenda item action will authorize a Development Agreement with the Developer for the design and development of the proposed Pacific Plaza and an ~~Operation~~ Operating Endowment Agreement. This 3.2 acre park will enhance the quality of life for those who live, work, and visit downtown Dallas. The establishment of this park, in association with other downtown parks, will help stimulate economic development in the downtown area.

The Development Agreement will be subject to the following terms:

1. Developer will fund improvements up to \$15 million.
2. Developer will manage the design and construction of improvements at Pacific Plaza and will be subject to the City Representative's (Park and Recreation Department Director) review and approval.
3. Development agreement commences on execution and terminates one year after completion of construction and issuance of final acceptance letter from the City.
4. Required environmental clean-up of site, if needed, shall be the responsibility of the City, with an amount not to exceed \$2M.
5. Any contracts entered into by the Developer under agreements for design or construction of the park shall (1) contain insurance provisions with limits acceptable to the City; (2) release, indemnify and hold the City harmless; (3) obligate the contractor or firm to comply with all applicable state, federal, and local laws; and (4) comply with the City's Business Inclusion and Development Plan (BID Plan) to facilitate M/WBE participation.
6. City representative will review and approve design development and construction documents, and the City representative has right to inspect construction.
7. After completion of construction and acceptance by the City representative, Pacific Plaza will be turned over to the City for maintenance and operation.

BACKGROUND (Continued)

The Development Agreement will be subject to the following terms: (continued)

8. There is no connection to, or contingency based upon future bond program match funding.
9. There is a proposed separate Operating Endowment Agreement that addresses the establishment by the Developer of a \$1M permanent endowment fund for Pacific Plaza.
10. Naming Rights (these are also included in the separate Operating Endowment Agreement):
11. Developer reserves the right to name the Park if name is other than Pacific Plaza, subject to the approval of the Park and Recreation Board.
12. Developer is authorized to solicit contributions from donors for naming rights.
13. If another donor provides a minimum of \$10M, unless a different amount is agreed between the parties, to name the Park-, then the Park name will be subject to Developer and Park and Recreation Board approvals.
14. Components of the Park can be named subject to Developer and Park and Recreation Board approvals.
15. Naming rights proceeds, if raised, will be used only for Downtown Parks – first for construction of the four new priority parks (Pacific Plaza, Carpenter Plaza, Harwood Park and West End Plaza) and then for permanent endowments benefiting new or existing Downtown parks.

The Operating Agreement will be subject to the following terms:

1. Developer will deposit \$1M in a separate account upon execution of the Agreement.
2. Funds will be maintained by the Developer.
3. On an annual basis, 4.5% of the fund as of December 31 will be disbursed to the City on October 1 of the following year once Park has been declared complete by Developer and the City.
4. The 4.5% distribution may be used to offset expenses related to the day-to-day operations and maintenance of Pacific Plaza.
5. The duration of the Operating Endowment Agreement commences on execution and will terminate when all funds in the operating endowment account are expended.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

The Park and Recreation Board was briefed on the development status of Pacific Plaza on December 5, 2013, May 22, 2014, and August 7, 2014.

The Park and Recreation Board was briefed on February 18 and October 20, 2016 on Downtown Parks, including Pacific Plaza.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS) (Continued)

The Park and Recreation Board approved the schematic design agreement on June 2, 2016.

On December 15, 2016, Park and Recreation Board unanimously authorized staff to enter into final negotiations with Developer for (1) a Development Agreement and (2) an Operating Endowment Agreement to offset funding for the annual operation and maintenance of Pacific Plaza.

The Park and Recreation Board was briefed on February 16, 2017 on the proposed deal points for the Development Agreement and Operating Endowment Agreement.

On February 23, 2017, the Park and Recreation Board authorized the terms of the Development Agreement and Operating Endowment Agreement.

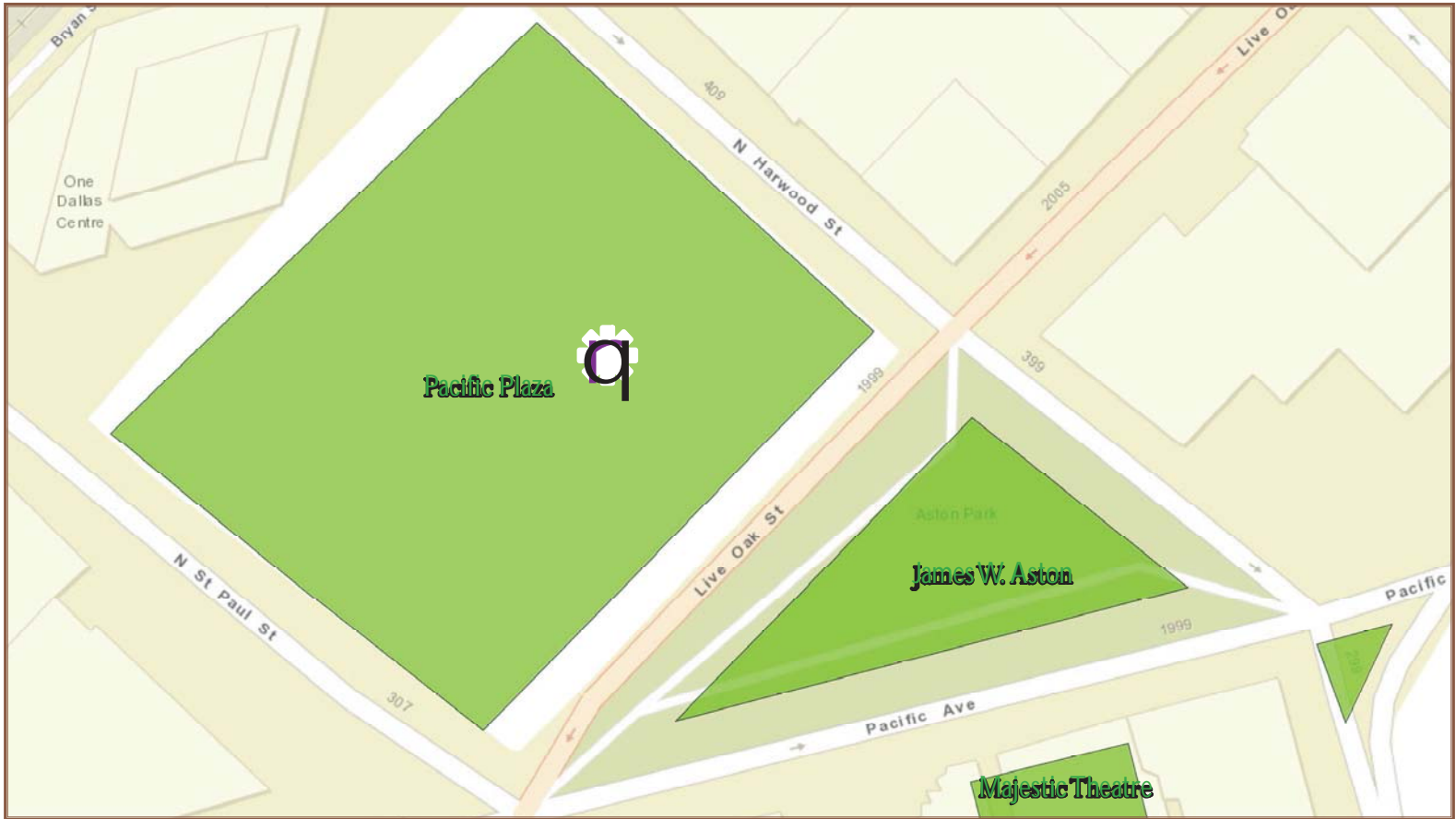
Information about this item will be provided to the Arts, Culture & Libraries Committee on March 20, 2017.

FISCAL INFORMATION

This action has no cost consideration to the City. Pacific Plaza LLC ("Pacific LLC") will provide 100% funding to develop Pacific Plaza.

MAP

Attached



0 25 50 100 150 Feet

February 23, 2017



Pacific Plaza
(401 North Harwood Street)

Mapsco
45 L

District
14

March 22, 2017

WHEREAS, the City Charter provides for the Park and Recreation Board to grant contracts and agreements within park facilities with such terms and conditions as it shall deem proper; and

WHEREAS, the City of Dallas Park and Recreation Department (City) and Pacific Plaza, LLC (Pacific LLC) and Parks for Downtown Dallas (PfDD Foundation), collectively the "Developer", desires to enter into a (1) Development Agreement and (2) ~~Operation~~ Operating Endowment Agreement for fundraising, designing, constructing, and providing an operating endowment for Pacific Plaza; and

WHEREAS, the City desires to have Developer design and construct park improvements and manage an operating endowment to offset operating and maintenance expenses at Pacific Plaza during the Term of the Agreements for use and enjoyment of all city of Dallas citizens.

WHEREAS, upon final acceptance of the completed park by the City, the park and its use shall be deemed to be a dedicated park under applicable law.

Now, Therefore,

BE IT RESOLVED BY THE PARK AND RECREATION BOARD AND THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That the President of the Park and Recreation Board and the City Manager are hereby authorized to execute (1) a Development Agreement and (2) an Operating Endowment Agreement with the Developer for the development and operating endowment for Pacific Plaza.

Section 2. That the duration of the Development Agreement will commence on execution and terminate one year after completion of construction and issuance of final acceptance letter from the City.

Section 3. That the duration of the Operating Endowment Agreement will commence on execution and terminate when all funds in the Operating Endowment Account are expended.

Section 4. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.